

# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

### CIVIL SERVICE COMMISSION REPORT TRANSMITTAL (FORM 22)

Refer to Civil Service Commission Procedure for Staff - Submission of Written Reports for Instructions on Completing and Processing this Form

of

1.	Civil Service Comm	ission Register Number	c:	
2.	For Civil Service Co	mmission Meeting of:	April 6, 2015	
3.	Check One:	Ratification Agenda	X Dama	a Al
		Consent Agenda	X Vouna	ec ha
-		Regular Agenda		
		Human Resources Di	rector's Report	
4.	•	n of the Highest Prevail e Employment in the Ci	•	f the Various Crafts and Kinds Francisco
5.	Recommendation: A	dopt the report of the C	Office of Labor Standa	ards Enforcement
6.	Report prepared by:	Ellen Love T	elephone number: _(4	<u>415) 554-6488</u>
7.	Notifications: See A	Attachment		
8.	Reviewed and appro-	ved for Civil Service C	ommission Agenda:	
	Human Reso	urces Director:		
		Date:		
9.	, •	ime-stamped copy of the long with the required c	• `	•
	25 Van Ness	fficer e Commission Avenue, Suite 720 co, CA 94102	•	
10.	* *	orm in the ACSC RECI g the time-stamp in the	1	CSC RECEIPT STAMP
Attacl	ament			
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### **Notifications:**

Elizabeth S. Salveson City Attorney's Office 1390 Market Street, Fifth Floor San Francisco, CA 94103

Tammy Wong Human Resources Manager General Services Agency 875 Stevenson Street, Suite 470 San Francisco, CA 94102

Linda Marini Public Utilities Commission 1155 Market Street, 8th floor San Francisco, CA 94102

Rafael Centeno Assistant Deputy Airport Director San Francisco Airport Commission P.O. Box 8097 San Francisco, CA 94128

Martin Gran
Employee Relations Director
Employee Relations Division
1 South Van Ness Ave., Fourth Floor
San Francisco, CA 94102

Donald Ellison
San Francisco Municipal Transportation
Agency
1 South Van Ness Ave., Seventh Floor
San Francisco, CA 94102

Lavena Holmes-Williams Human Resources Manager Port Commission Ferry Building San Francisco, CA 94111

Steven Ponder
Classification and Compensation Manager
Human Resources Department
1 South Van Ness Ave., Fourth Floor
San Francisco, CA 94102

Jaci Fong
Office of Contract Administration
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Donna Levitt
Office of Labor Standards Enforcement
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

### GENERAL SERVICES AGENCY OFFICE OF LABOR STANDARDS ENFORCEMENT DONNA LEVITT, MANAGER



DATE:

March 26, 2015

TO:

The Honorable Civil Service Commission

SUBJECT: CERTIFICATION OF THE HIGHEST PREVAILING RATE OF WAGES OF THE VARIOUS CRAFTS AND KINDS OF LABOR PAID IN PRIVATE EMPLOYMENT IN THE CITY AND COUNTY OF SAN FRANCISCO

RECOMMENDATION:

ADOPT REPORT; FORWARD TO BOARD OF SUPERVISORS

Section 6.22 of the Administrative Code requires that the Civil Service Commission furnish the Board of Supervisors data as to the highest general prevailing rate of wages of the various crafts and kinds of labor as paid in private employment in the City and County of San Francisco. The attached General Prevailing Wage Determinations made by the Director of Industrial Relations, State of California pursuant to the California Labor Code reports the highest prevailing rate of wages of the various crafts paid in private employment in the City and County of San Francisco (please see **Attachments 1-4**).

In addition to the classifications and crafts addressed by the Director of Industrial Relations' General Prevailing Wage Determinations, the San Francisco Administrative Code Section 21C requires that prevailing wages be paid for other crafts and classifications, described below.

Janitorial Services: In May 1999, the Board of Supervisors amended the Administrative Code to require that contracts for janitorial services to be performed at any facility owned or leased by the City, "where such work is to be done directly under the contract awarded (a 'prime contract') must require that any individual performing Janitorial Services thereunder be paid not less than the Prevailing Rate of Wages." Attachment 5 contains the Collective Bargaining Agreement between the San Francisco Maintenance Contractors Association and Service Employees International Union, Building Service Employees Union, Local 1877 Division 87 in effect from August 1, 2012 through July 31, 2016, reflecting the prevailing wage rates for individuals performing janitorial services. Attachment 6 contains the Collective Bargaining Agreement between the San Francisco Window Cleaning Contractors Association and Window Cleaners Union — SEIU Local 1877, AFL-CIO in effect from April 1, 2014 to March 31, 2017, reflecting the wage and benefits levels for individuals performing window cleaning services.

Workers in Public Parking Lots and Garages: In January 2003, the Board of Supervisors amended the Administrative Code to require workers employed in public off-street parking lots, garages, or storage facilities for automobiles on property owned or leased by the City and County of San Francisco be paid the prevailing wage rate. Attachment 7 is the Garage and Parking Lot Agreement between Parking Employers and Teamsters Automotive Employees, Local 665 in effect from December 1, 2012 to November 30, 2015.

<u>Theatrical Workers</u>: In April 2004, the Board of Supervisors amended the Administrative Code to require that workers engaged in rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services for shows on property

owned by the City and County of San Francisco be paid the prevailing wage rate. **Attachment 8** is the Project Collective Bargaining Agreement between the City and County of San Francisco and the International Alliance of Theatrical Stage Employees Bargaining Agreement, Local 16 for January 1, 2015 through June 30, 2015.

Moving Services: In July 2004, the Board of Supervisors amended the Administrative Code to require that "any individual performing moving services…be paid not less than the Prevailing Rate of Wages." Attachment 9 is the Agreement between the Northern California employers and the Northern California Regional Council of Carpenters and the Carpenters 46 Northern California Counties Conference Board regarding furniture movers and related classifications in effect from September 1, 2013 until August 31, 2015.

Hauling of Solid Waste: In December 2006, the Board of Supervisors amended the Administrative Code to require that for every contract awarded by the City for the hauling of solid waste generated in the course of City operations, "any Individual engaged in the hauling of solid waste be paid not less than the Prevailing Rate of Wages." Attachment 10 is the Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Drivers and Helpers Union Local 350, IBT, in effect from January 1, 2012 until December 31, 2016.

The Board of Supervisors amended Administrative Code Section 21C.7(c)(1) in 2012 to require that the Civil Service Commission provide data on two components for each craft, classification, and type of work: (1) the basic hourly wage rate and (2) the hourly rate of each fringe benefit, which together equal the hourly prevailing rate of wages. The Office of Labor Standards Enforcement (OLSE) has summarized these rates based on the Collective Bargaining Agreements included in Attachments 5-10 for the crafts and classifications added at the request of the Board of Supervisors discussed above (please see **Attachment 11**). These tables are for reference only and may not include all of the information on prevailing basic hourly wages and fringe benefits described in the Collective Bargaining Agreements.

For ease of reference, also included is an alphabetical list of the occupations covered in these various Wage Determinations (please see **Attachment 12**).

It is recommended that the Civil Service Commission certify the State Department of Industrial Relations Director's General Prevailing Wage Determination Report and Collective Bargaining Agreements, which reflect the highest prevailing rate of wages paid various crafts and kinds of labor paid in private employment in the City and County of San Francisco.

If the Civil Service Commission certifies these rates, companion legislation effectuating such proposed changes should be drafted by the City Attorney and transmitted to the Board of Supervisors concurrently with the certification.

Respectfully Submitted,

Donne, butt

Donna Levitt

Manager

Office of Labor Standards Enforcement

### Attachment 1

Prevailing Wage Determination

California – Statewide Rates

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: # BOILERMAKER-BLACKSMITH

**DETERMINATION:** C-14-X-2-2014-1 **ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** September 30, 2014\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination

is issued.

LOCALITY: All localities within the State of California

			Employe	r Payments			Straigh	t-Time	Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>d</sup>	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday	Sunday/ Holiday 2X
<sup>a</sup> AREA 1 Boilermaker-Blacksmith	\$41.66	\$8.57	<sup>b</sup> \$16.20	<sup>6</sup> \$4.56	\$0.75	\$0.34	8	\$72.08	°\$103.29	°\$103.29	\$134.50
<sup>a</sup> AREA 2 Boilermaker-Blacksmith	\$42.78	\$8.57	<sup>b</sup> \$19.61	<sup>b</sup> \$5.33	\$1.25	\$0.34	8	\$77.88	°\$111.74	°\$111.74	\$145.60
<sup>a</sup> AREA 3 Boilermaker-Blacksmith	\$39.18	\$8.57	<sup>b</sup> \$18.00	<sup>b</sup> \$4.74	\$1.25	\$0.34	8	\$72.08	°\$103.04	°\$103.04	\$134.00

**DETERMINATION:** C-14-X-2-2014-1 **ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** September 30, 2014\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703–4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the State of California

<sup>a</sup> AREA 1 Boilermaker-Blacksmith Helper <sup>f</sup>	\$22.91	e	<sup>b</sup> \$0.65	-	\$0.75	\$0.34	8	\$24.65	°\$36.43	°\$36.43	\$48.21
<sup>a</sup> AREA 2 Boilermaker-Blacksmith Helper <sup>f</sup>	\$23.53	e	<sup>b</sup> \$0.65	-	\$1.25	\$0.34	8	\$25.77	°\$37.86	°\$37.86	\$49.95
<sup>a</sup> AREA 3 Boilermaker-Blacksmith Helper <sup>f</sup>	\$21.55	e	<sup>b</sup> \$0.65	-	\$1.25	\$0.34	8	\$23.79	°\$34.89	°\$34.89	\$45.99

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWa

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRI\_/PWD">http://www.dir.ca.gov/OPRI\_/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Area 1 - Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25-mile radius of the city of Santa Maria), and Ventura Counties.

Area 2 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano Counties.

Area 3 - All other remaining counties.

<sup>&</sup>lt;sup>b</sup> Contribution is factored at the applicable overtime multiplier for each overtime hour worked.

Exact applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is paid at the Sunday/Holiday rate,

d Includes amount for Annuity Trust Fund.

e Helpers will be eligible for Health & Welfare benefits after completing 2000 hours.

One Helper shall be employed on each job of 5 to 10 employees.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # IRON WORKER

**DETERMINATION**: C-20-X-1-2015-1 **ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within the State of California

			Employer Payments					Straight-Time		Overtime Hourly		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	—.	Other Paymen		Total Hourly Rate	•	<sup>b</sup> Saturday	Sunday/ Holiday	
Iron Worker (Ornamental, Reinforcing, Structural)	\$33.50	9.42	12.32	<sup>a</sup> 3.92	0.72	2.415	8	62.295	79.045	79.045	95.795	
Fence Erector	\$27.08	7.25	7.99	<sup>a</sup> 2.62	0.51	1.525	8	46.975	60.515	60.515	74.055	

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das/html">http://www.dir.ca.gov/das/das/html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes supplemental dues.

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday rate.

#### CRAFT: ELECTRICAL UTILITY LINEMAN

**DETERMINATION:** C-61-X-3-2014-1

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** May 31, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director — Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within the State of California, except Del Norte, Modoc, and Siskiyou Counties. (For Del Norte, Modoc and Siskiyou see page 2I)

			Employer P	ayments	Straight-T		:-Time	Time Overtime Hourly		Rate
CLASSIFICATION	Basic	Health	Pension	Training	Other	Hours	Total	Daily	Saturday	Sunday
(Journeyperson)	Hourly	and			Payment	S	Hourly			and
	Rate	Welfare					Rate	2X	2X	Holiday
				,						
# Lineman, Cable Splicer	\$51.81	5.00	a 8.18	ь 0.39	°0.59	8	67.52	121.87	121.87	121.87
## Powderman	46.26	5.00	<sup>a</sup> 7.44	<sup>ь</sup> 0.35	e0.53	8	60.97	109.48	109.48	109.48
## Groundman	31.65	5.00	<sup>a</sup> 7.40	<sup>b</sup> 0.24	e0.37	8	45.61	78.80	78.80	78.80

**DETERMINATION:** C-61-X-4-2015-1 **ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** December 31, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the State of California, except Del Norte, Imperial, Inyo, Kern, Kings, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare, and Ventura Counties. (For Del Norte, Modoc, and Siskiyou – see page 2I. For Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties – see page 2A-1.

•	_	Employer Payments		ents	Straight-Time		Overtime Hourly F		Rate
CLASSIFICATION	Basic	Health	Pension	Vacation/	Hours	Total	Daily	Saturday	Sunday/
(Journeyperson)	Hourly	and		Holiday		Hourly	_	-	Holiday
	Rate	Welfare				Rate	1½X	1½X	1½X
## Pole Restoration Journeyman	\$27.97	5.00	a0.60	0.75	8	35.16	49.56	°49.56	49.56
After 1 year	27.97	5.00	a0.60	1.29	8	35.70	50.10	°50.10	50.10
After 3 years	27.97	5.00	<sup>a</sup> 0.60	1.83	8	36.24	50.64	°50.64	50.64
After 6 years	27.97	5.00	a0.60	2.36	8	36.77	51.17	°51.17	51.17
## Senior Technician d	18.09	5.00	a0.60	0.49	8	24.72	34.04	°34.04	34.04
After 1 year	18.09	5.00	a0.60	0.84	8	25.07	34.39	°34.39	34.39
After 3 years	18.09	5.00	a0.60	1.19	8	25.42	34.74	°34.74	34.74
After 6 years	18.09	5.00	<sup>a</sup> 0.60	1.53	8	25.76	35.08	°35.08	35.08
## Pole Treatment Journeyman	24.99	5.00	<sup>a</sup> 0.60	0.67	8	32.01	44.88	<sup>c</sup> 44.88	44.88
After 1 year	24.99	5.00	a0.60	1.15	8	32.49	45.36	°45.36	45.36
After 3 years	24.99	5.00	a0.60	1.63	. 8	32.97	45.84	°45.84	45.84
After 6 years	24.99	5.00	a0.60	2.11	8	33.45	46.32	°46.32	46.32
## Pole Restoration and Treatment d									
Technician (First 6 months)	14.00	5.00	a0.60	0.38	8	20.40	27.61	°27.61	27.61
Technician (After 6 months)	14.33	5.00	<sup>a</sup> 0.60	0.39	8	20.75	28.13	c28.13	28.13

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>. ## Indicates a non-apprenticeable craft.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.

<sup>&</sup>lt;sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>&</sup>lt;sup>c</sup> Saturdays may be scheduled as a make-up day at the regular straight time rate.

<sup>&</sup>lt;sup>d</sup> The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.

e Includes \$0.01 to LMCC; the remaining amount is factored at the applicable overtime rate.

### CRAFT: ELECTRICAL UTILITY LINEMAN

**DETERMINATION:** C-61-X-5-2013-1 **ISSUE DATE:** February 22, 2013

**EXPIRATION DATE OF DETERMINATION:** December 31, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties.

		Employer Payment		nts	Straight-Time		Overtime Hourly Rate		<u>ite</u>
CLASSIFICATION	Basic	Health	Pension	Vacation/	Hours	Total	Daily	Saturday	Sunday/
(Journeyperson)	Hourly	and		Holiday		Hourly			Holiday
	Rate	Welfare				Rate	1½X	1½X	1½X
## Pole Restoration Journeyman	\$26.11	5.00	a0.60	-	8	32.49	45.94	°45.94	45.94
After 6 Months	\$26.11	5.00	a0.60	1.21	8	33.70	47.145	°47.145	47.145
After 3 years	\$26.11	5.00	<sup>a</sup> 0.60	1.86	8	34.35	47.795	°47.795	47.795
After 6 years	\$26.11	5.00	<sup>a</sup> 0.60	2.21	8	34.70	48.145	°48.145	48.145
## Senior Technician d	16.89	5.00	a0.60	-	8	23.00	31.70	°31.70	31.70
After 6 Months	16.89	5.00	<sup>a</sup> 0.60	0.78	8	23.78	32.48	°32.48	32.48
After 3 years	16.89	5.00	<sup>a</sup> 0.60	1.20	8	24.20	32.90	°32.90	32.90
After 6 years	16.89	5.00	<sup>a</sup> 0.60	1.43	8	24.43	33.13	°33.13	33.13
## Pole Treatment Journeyman	23.33	5.00	a0.60	-	8	29.63	41.645	°41.645	41.645
After 6 Months	23.33	5.00	<sup>a</sup> 0.60	1.08	8	30.71	42.725	°42.725	42.725
After 3 years	23.33	5.00	<sup>a</sup> 0.60	1.66	8	31.29	43.305	°43.305	43.305
After 6 years	23.33	5.00	a0.60	1.97	8	31.60	43.615	°43.615	43.615
## Pole Restoration and Treatment d									
Technician (First 6 months)	13.07	5.00	<sup>a</sup> 0.60	0.60	8	19.66	26.39	°26.39	26.39
Technician (After 6 months)	13.38	5.00	<sup>a</sup> 0.60	0.62	8	20.00	26.89	°26.89	26.89
Technician (After 3 Years)	13.38	5.00	a0.60	0.95	8	20.33	27.22	°27.22	27.22
Technician (After 6 Years)	13.38	5.00	<sup>a</sup> 0.60	1.13	8	20.51	27.40	°27.40	27.40

<sup>##</sup> Indicates a non-apprenticeable craft.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.

b This amount is factored at the applicable overtime rate.

<sup>&</sup>lt;sup>c</sup> Saturdays may be scheduled as a make-up day at the regular straight time rate.

<sup>&</sup>lt;sup>d</sup> The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: TELECOMMUNICATIONS TECHNICIAN

**DETERMINATION:** C-422-X-1-2003-2

ISSUE DATE: August 22, 2003

**EXPIRATION DATE OF DETERMINATION:** June 1, 2004\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Los Angeles, San Francisco, San Mateo, and Santa Clara Counties.

			Employe	r Payments		Straigh	<u>t-Time</u>	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly		Holiday	
	Rate	Welfare		Holidays			Rate	1 1/2X <sup>a</sup>	2 1/2X	
Telecommunications Technician	28.50	2.79	0.93	3.28	<del>-</del> .	8	35.50	49.75	78.25	

<sup>&</sup>lt;sup>a</sup> Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2A

ISSUE DATE: August 22, 2003

**EXPIRATION DATE OF DETERMINATION:** June 1, 2004\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Contra Costa, Marin, Orange, and San Diego counties.

			Employe	r Payments	***************************************	Straigh	t-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly		Holiday	
	Rate	Welfare		Holidays			Rate	1 1/2X <sup>a</sup>	2 1/2X	
Telecommunications Technician	27.93	2.79	0.93	3.21	-	8	34.86	48.825	76.755	

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

a Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2B

ISSUE DATE: August 22, 2003

**EXPIRATION DATE OF DETERMINATION:** June 1, 2004\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo and Yuba counties.

			Employe	r Payments		Straigh	t-Time	Overtime Hourly Rat		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly		Holiday	
	Rate	Welfare		Holidays			Rate	1 1/2X <sup>a</sup>	2 1/2X	
Telecommunications Technician	27.18	2.79	0.93	3.13	-	8	34.03	47.62	74.80	

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

**DETERMINATION:** C-422-X-10-2001-1

ISSUE DATE: August 22, 2001

**EXPIRATION DATE OF DETERMINATION:** October 1, 2001\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Del Norte, Invo, Mono and San Bernardino, and Santa Barbara Counties.

				Payments		Straigh	<u>nt-Time</u>	Overtime Hourly Rate		
Classification	Step <sup>a</sup>	Basic	Health	Pension	Vacation <sup>b</sup>	Training	Hours	Total	1 1/2X <sup>c</sup>	$2X^d$
(Journeyperson)		Hourly	and		and			Hourly		
		Rate	Welfare		Holiday			Rate		
Telephone Installation										
Worker	1	\$9.97	\$0.06	-	\$0.84	-	8	\$10.87	\$15.855	\$20.84
	2	10.79	0.06	-	0.91	-	8	11.76	17.155	22.55
	3	11.73	0.07	-	0.99	-	8	12.79	18.655	24.52
	4	12.78	0.07	-	1.08	-	8	13.93	20.32	26.71
	5	14.05	0.08	-	1.19	-	8	15.32	22.345	29.37
	6	15.50	0.09	-	1.31	-	8	16.90	24.65	32.40
	7	17.20	0.10	-	1.46	_	8	18.76	27.36	35.96
	8	19.36	0.11	-	1.64	-	8	21.11	30.79	40.47
	9	22.13	0.13	-	1.87	-	8	24.13	35.195	46.26

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> The time interval between steps is six months.

Rates apply to the first eight years of employment only: for employment over eight years, \$2.30 per hour worked; for employment over fifteen years, \$2.72 per hour worked; for employment over twenty-five years, \$3.15 per hour worked.

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of a regular shift. Rate applies to all hours worked on Sunday, except those hours which exceed 55 hours weekly.

d Rate applies to all hours which exceed 55 hours weekly.

<sup>&</sup>lt;sup>e</sup> Includes an amount for sick leave. Benefit is paid until 270 sick leave workdays are accumulated.

### CRAFT: ##TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

**DETERMINATION:** C-TT-2014-1 **ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Alpine, Amador, Calaveras, Del Norte, Fresno, Humboldt, Kern, Kings, Lake, Madera, Mariposa, Mendocino, Merced, Sacramento, San Joaquin, Sonoma, Stanislaus, Tulare, and Tuolumne Counties (REF: 61-1245-12)

				Employer Payments			Straight-Time		Overtime	
CRAFT/CLASS	IFICATION	Basic	Health					Total		
		Hourly	and					Hourly	Daily <sup>a</sup>	Daily
		Rate	Welfare	Pension	Vacation	Holiday	Hours	Rate	1 1/2X	2X
Climber		22.17	5.00	0.70 <sup>b</sup>	0.43°	0.60	8	28.90	34.25 <sup>z</sup>	45.67
Groundperson	First 6 months	14.18	5.00	0.44	0.27	0.38	8	20.27	$21.91^{z}$	29.21
Groundperson	After 6 months	15.20	5.00	$0.48^{d}$	0.29 <sup>e</sup>	0.41	8	21.38	$23.48^{z}$	31.31

**DETERMINATION:** C-TT-2014-1A **ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Butte, Colusa, Glenn, Lassen, Modoc, Shasta, Siskiyou, Sutter, Tehama, Trinity, and Yuba Counties (REF: 61-1245-12)

Climber		22.48	5.00	$0.71^{f}$	0.43 <sup>g</sup>	0.61	8	29.23	34.73 <sup>z</sup>	46.31
Groundperson	First 6 months	12.74	5.00	0.40	0.25	0.34	8	18.73	19.68 <sup>z</sup>	26.24
Groundperson	After 6 months	15.30	5.00	$0.48^{h}$	$0.29^{i}$	0.41	8	21.48	$23.64^{z}$	31.52

**DETERMINATION:** C-TT-2014-1B **ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Alameda, Contra Costa, El Dorado, Nevada, Placer, Plumas, Sierra, Solano, and Yolo Counties (REF: 61-1245-12)

Climber		22.57	5.00	$0.71^{j}$	0.43 <sup>k</sup>	0.61	8	29.32	34.87 <sup>z</sup>	46.49
Groundperson	First 6 months	14.45	5.00	0.45	0.28	0.39	8	20.57	$22.33^{z}$	29.77
Groundperson	After 6 months	15.50	5.00	0.49 <sup>Î</sup>	$0.30^{m}$	0.42	8	21.71	23.95 <sup>z</sup>	31.93

**DETERMINATION:** C-TT-2014-1C **ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Marin and Napa Counties (REF: 61-1245-12)

Climber		21.85	5.00	0.69 <sup>n</sup>	0.42°	0.59	8	28.55	$33.76^{z}$	45.01
Groundperson	First 6 months	13.98	5.00	0.44	0.27	0.38	8	20.07	$21.60^{z}$	28.80
Groundperson	After 6 months	15.00	5.00	0.47 <sup>p</sup>	$0.29^{q}$	0.41	8	21.17	$23.18^{z}$	30.90

Footnotes listed on page 2E

### CRAFT: ##TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

**DETERMINATION:** C-TT-2014-1D **ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: San Francisco, San Mateo, and Santa Clara Counties (REF: 61-1245-12)

				Employe	r Payments		Straig	<u>ht-Time</u>	Overtime	
CRAFT/CLASS	SIFICATION	Basic	Health					Total		
		Hourly	and					Hourly	Daily <sup>a</sup>	Daily
		Rate	Welfare	Pension	Vacation	Holiday	Hours	Rate	1 1/2X	2X
Climber		23.12	5.00	0.73 <sup>r</sup>	0.45 <sup>s</sup>	0.62	8	29.92	35.72 <sup>z</sup>	47.63
Groundperson	First 6 months	14.83	5.00	0.47	0.29	0.40	8	20.99	22.91 <sup>z</sup>	30.55
Groundperson	After 6 months	15.85	5.00	$0.50^{t}$	$0.31^{\mathrm{u}}$	0.43	8	22.09	$24.49^{z}$	32.65

**DETERMINATION:** C-TT-2014-1E **ISSUE DATE:** August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** August 1, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Monterey, San Benito, San Luis Obispo, and Santa Cruz Counties (REF: 61-1245-12)

Climber		23.49	5.00	$0.74^{\rm v}$	$0.45^{\mathrm{w}}$	0.63	8	20.31	36.29 <sup>z</sup>	48.39
Groundperson	First 6 months	15.08	5.00	0.47	0.29	0.41	8	21.25	$23.30^{z}$	31.06
Groundperson	After 6 months	16.15	5.00	$0.51^{x}$	$0.31^{y}$	0.44	8	22.41	24.95 <sup>z</sup>	33.27

<sup>##</sup> Not an apprenticeable craft.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Rate applies to the first 4 daily overtime hours. All other overtime is at the double time rate. A normal non-work day in the same workweek may be worked at straight time if job is shut down during the normal workweek due to inclement weather.

<sup>&</sup>lt;sup>b</sup> \$0.71 after 3 years of service; \$0.72 after 10 years.

<sup>° \$0.85</sup> after 3 years of service; \$1.28 after 10 years.

d \$0.49 after 3 years of service; \$0.49 after 10 years.

e \$0.59 after 3 years of service; \$0.88 after 10 years.

f \$0.72 after 3 years of service; \$0.73 after 10 years.

g \$0.87 after 3 years of service; \$1.30 after 10 years.

h \$0.49 after 3 years of service; \$0.50 after 10 years.

i \$0.59 after 3 years of service; \$0.88 after 10 years.

<sup>&</sup>lt;sup>j</sup> \$0.72 after 3 years of service; \$0.73 after 10 years.

k \$0.87 after 3 years of service; \$1.30 after 10 years.

<sup>&</sup>lt;sup>1</sup> \$0.50 after 3 years of service; \$0.50 after 10 years.

m \$0.60 after 3 years of service; \$0.90 after 10 years.

n \$0.70 after 3 years of service; \$0.71 after 10 years.

<sup>° \$0.84</sup> after 3 years of service; \$1.26 after 10 years.

P \$0.48 after 3 years of service; \$0.49 after 10 years.

<sup>&</sup>lt;sup>q</sup> \$0.58 after 3 years of service; \$0.87 after 10 years.

<sup>&</sup>lt;sup>r</sup> \$0.74 after 3 years of service; \$0.75 after 10 years.

 <sup>\$ \$0.89</sup> after 3 years of service; \$1.34 after 10 years.
 \$0.51 after 3 years of service; \$0.52 after 10 years.

<sup>&</sup>lt;sup>u</sup> \$0.61 after 3 years of service; \$0.92 after 10 years.

v \$0.75 after 3 years of service; \$0.76 after 10 years.

w \$0.91 after 3 years of service; \$1.36 after 10 years.

 $<sup>^{\</sup>rm x}$  \$0.52 after 3 years of service; \$0.53 after 10 years.

y \$0.62 after 3 years of service; \$0.93 after 10 years.

<sup>&</sup>lt;sup>2</sup> Rate also applies to holidays.

### CRAFT: ##TREE TRIMMER (LINE CLEARANCE)

**DETERMINATION**: C-TT-61-465-5-2010-1

ISSUE DATE: August 22, 2010

**EXPIRATION DATE OF DETERMINATION**: September 3, 2011\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within San Diego County.

			Employ	er Payments		Straig	ht-Time	Overt	time
CRAFT/CLASSIFICATION	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily <sup>aa</sup> 1 1/2X	Daily <sup>bb</sup>
Tree Trimmer									
Trainee (0-18 Months)	16.18	0.89	-	1.06	-	8	18.13	26.22	34.31
1st year Climber	18.26	0.89	-	1.19	-	8	20.34	29.47	38.60
2nd year Climber	20.76	0.89	_	1.76	-	8	23.41	33.79	44.17
Thereafter Climber	23.28	0.89	-	1.97 <sup>cc</sup>	-	8	26.14	37.78	49.42
Groundman									
1st year	13.18	0.89	_	0.86	-	8	14.93	21.52	28.11
Thereafter	14.23	0.89	-	$1.20^{ m dd}$	-	8	16.32	23.435	30.55

**DETERMINATION**: C-TT-61-465-5A-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION**: December 26, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial County

Tree Trimmer									
1st year Climber	15.34	1.32	-	0.94	-	8	17.60	25.27	32.94
2nd year Climber	18.25	1.32	-	1.47	-	8	21.04	30.165	39.29
3rd year Climber	20.11	1.32	-	1.62	-	8	23.05	33.105	43.16
Thereafter Climber	20.80	1.32	-	1.68 <sup>ee</sup>	-	8	23.80	34.20	44.60
Trimmer Trainee									
Step 1 (0-6 Months)	12.60	1.32	-	0.48	-	8	14.40	20.70	27.00
Step 2 (7-18 Months)	13.17	1.32	-	0.51 <sup>gg</sup>	-	8	15.00	21.585	28.17
Groundman	11.79	1.32	_	0.45 <sup>ff</sup>	_	8	13.56	19.455	25.35

**DETERMINATION:** C-TT-61-47-3-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** January 2, 2016\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, Santa Barbara, and Ventura Counties.

Tree Trimmer	Step 1 <sup>th</sup> Step 2 Step 3 Step 4	13.90 14.78 15.37 16.07	3.51 3.51 3.51 3.51	0.41 0.44 0.46 0.48	0.64 0.68 0.71 <sup>jj</sup> 0.74 <sup>kk</sup>	- - -	8 8 8	18.46 19.41 20.05 20.80	25.41 <sup>ii</sup> 26.80 <sup>ii</sup> 27.735 <sup>ii</sup> 28.835 <sup>ii</sup>	32.36 34.19 35.42 36.87
Tree Trimmer Train Step 1 (0-6 Mo Step 2 (7-18 M	onths)	12.34 13.20	3.51 3.51	0.37 0.39	0.57 0.61	-	8 8	16.79 17.71	22.96 <sup>ii</sup> 24.31 <sup>ii</sup>	29.13 30.91
Groundman		11.88	3.51	0.35	0.55 11	-	8	16.29	22.23 <sup>ii</sup>	28.17

### Footnotes listed on page 2G

(Recognized Holidays and Travel and Subsistence Payment footnotes listed on page 2G)

## Not an apprenticeable craft.

- aa Rates apply to work in excess of 40 hours in a week, 8 hours in a day, and any time on a non-work day or holiday. A normal non-work day in the same workweek may be worked at the straight time if job was shut down during the normal workweek due to inclement weather.
- bb Rates apply to work in excess of 12 hours in a day.
- cc \$2.42 after 7 years of service at this level.
- dd \$1.48 after 8 years at this level.
- <sup>∞</sup> \$2.08 after 10 years of service at this level.
- ff \$0.73 after 1 year; \$0.95 after 2 years; \$1.18 after 10 years at this level.

- gg \$0.81 after 1 year at this level.
- $^{
  m hh}$  Procession from one step to another will begin upon completion of a minimum of 12 months of service.
- ii Rates apply to the first 4 daily overtime hours in the regular workweek and the first 12 hours on any non-work day. All other overtime is at the double time rate. A normal non-work day in the same workweek may be worked at the straight-time if job was shut down during the normal workweek due to inclement weather.
- <sup>jj</sup> \$1.00 after 2 years of service with the company; \$1.30 after 10 years of service with the company
- kk \$1.05 after 2 years of service with the company; \$1.36 after 10 years of service.
- <sup>11</sup> \$0.78 after 2 year of service with the company; \$1.01 after 10 years of service with the company.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### **CRAFT: # STATOR REWINDER**

**DETERMINATION:** C-738-1412-7-2008-1

ISSUE DATE: August 22, 2008

**EXPIRATION DATE OF DETERMINATION**: September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the State of California.

			Emp	oloyer Pay	ments	<del></del>	Straigh	t-Time	Overtime Hourly Rate				
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Vacation	Holiday	Training	Hours	Total <sup>e</sup> Hourly	Daily <sup>be</sup>	Saturdaye	Sundaye	Holiday <sup>e</sup>	
(* •, F,	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X	2 1/2X	
Stator Rewinder	\$15.20	<sup>a</sup> 1.36	<sup>a</sup> 2.18	<sup>ac</sup> .29	.58	a.29	8	19.90	29.56	29.56	39.22	48.88	
Stator Rewinder Helper (First 6 Months)	11.74	<sup>a</sup> 1.05	<sup>a</sup> 1.69	a.23	.45	a.23	8	15.39	22.86	22.86	30.33	37.80	
Stator Rewinder Helper (After 6 Months)	11.95	a1.07	<sup>a</sup> 1.72	<sup>ad</sup> .23	.46	a.23	8	15.66	23.26	23.26	30.86	38.46	

<sup>#</sup> Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Contributions are factored at the appropriate overtime multiplier.

b Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. After 12 hours daily, the Sunday double-time rate applies.

c Rate applies to the first two years of employment only: for employment over two years, \$.58 per hour worked; for employment over five years, \$.73 per hour worked; for employment over seven years, \$.88 per hour worked; for employment over fifteen years, \$1.17 per hour worked; for employment over twenty years, \$1.46 per hour worked; for employment over thirty years, \$1.75 per hour worked.

d Rates apply to the first two years of employment only: for employment over two years, \$.46 per hour worked; for employment over five years, \$.57 per hour worked; for employment over seven years, \$.69 per hour worked; for employment over fifteen years, \$.92 per hour worked; for employment over twenty years, \$1.15 per hour worked; for employment over thirty years, \$1.38 per hour worked.

<sup>&</sup>lt;sup>e</sup> Does not include any additional amount that may be required for vacation pay.

### CRAFT: # ELECTRICAL UTILITY LINEMAN

**DETERMINATION:** C-61-X-8-2014-1 **ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION**: January 31, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Del Norte, Modoc and Siskiyou counties.

			Employe	r Payment	<u>s</u>	Straigh	t-Time	Ove	rtime Hourly	Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Training	Other Payments	Hours	Total Hourly Rate	Daily	Saturday	Sunday and Holiday
Lineman, Heavy Line Equipment	Rate	Wellare					Raic	1 1/2/4	-	2X
man, Certified Lineman Welder, Pole Sprayer	\$46.87	5.40	<sup>a</sup> 9.76	<sup>b</sup> 0.47	°0.13	8	62.63	<sup>d</sup> 87.065	°87.065	111.50
Cable Splicer	52.49	5.40	a9.92	<sup>b</sup> 0.52	<sup>c</sup> 0.14	8	68.47	<sup>d</sup> 95.825	e95.825	123.18
Line Equipment Man	40.31	5.40	<sup>a</sup> 6.36	<sup>b</sup> 0.40	°0.11	8	52.58	<sup>d</sup> 73.59	°73.59	94.60
Powderman	35.15	5.30	<sup>a</sup> 5.75	<sup>b</sup> 0.35	<sup>c</sup> 0.10	8	46.65	<sup>d</sup> 64.97	e64.97	83.29
Groundman	31.31	5.30	<sup>a</sup> 5.64	<sup>b</sup> 0.31	°0.09	8	42.65	<sup>d</sup> 58.97	°58.97	75.29
Pole Sprayer Trainee										
First six months	40.17	5.30	<sup>a</sup> 5.91	<sup>b</sup> 0.40	<sup>c</sup> 0.11	8	51.89	<sup>d</sup> 72.83	e72.83	93.77
Second six months	42.09	5.30	<sup>a</sup> 5.96	<sup>b</sup> 0.42	°0.12	8	53.89	<sup>d</sup> 75.83	°75.83	97.77
Third six months	43.50	5.30	<sup>a</sup> 6.01	<sup>b</sup> 0.44	°0.12	8	55.37	<sup>d</sup> 78.05	e78.05	100.73

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes an amount equal to 3% of the Basic Hourly Rate for the National Employees Benefit Board. This amount is factored at the applicable overtime rate. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

<sup>&</sup>lt;sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>&</sup>lt;sup>c</sup> This amount includes \$0.01 for the National Labor-Management Cooperation Committee, and the remainder of the amount is for the Administrative Maintenance Fund. This amount (AMF) is factored at the applicable overtime rate.

d Applies to the first 2 hours of overtime on a regular workday. All hours in excess of 10 hours will be paid at the double time rate.

e Applies to the first 8 hours on Saturday. All hours in excess of 8 hours on Saturday will be paid the Sunday and Holiday double time rate.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2014-1 **Issue Date:** August 22, 2014

**Expiration date of determination:** July 31, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Alameda, Contra Costa, Mendocino, and Solano Counties. (REF: 232-81-1)

			Employ	er Paymen	its	_	Straight	t-Time	Over	time Hourl	y Rate	
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	and		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)	(2 X)	
# Metal Roofing Systems Installer	\$31.55	\$8.14	\$5.23	\$3.51	\$0.55	\$0.44	8.0 <sup>a</sup>	\$49.42	\$65.19 <sup>(b)</sup>	\$65.19 <sup>(b)</sup>	\$80.97	

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das/html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 4 daily overtime hours and first 12 hours worked on Saturday; all other time is paid at the Sunday/Holiday overtime hourly rate.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2012-1A **Issue Date:** August 22, 2012

Expiration date of determination: September 30, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Amador and El Dorado Counties. (REF: 830-232-15)

•			Employ	er Paymer	nts <sup>a</sup>	_	<u>Straigh</u>	<u>t-Time</u>	Overt	me Hourly	Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	And	· .	And		0.1		Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	$(1\frac{1}{2}X)$	(2 X)
Amador County: # Metal Roofing Systems Installer	\$20.41	\$5.79	\$2.80	\$3.74	\$0.20	\$0.05	8.0	\$32.99	\$43.19	\$43.19 <sup>b</sup>	\$53.40
El Dorado County: # Metal Roofing Systems Installer	\$18.81	\$5.35	\$2.80	\$3.48	\$0.20	-	8.0	\$30.64	\$40.045	\$40.045 <sup>b</sup>	\$49.45

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

b Saturdays in the same workweek may be worked at straight-time if job is shut down for 2 or more days during the normal workweek due to wind, rain, snow or ice, fog, frost, dew or extreme heat.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2014-1B **Issue Date:** August 22, 2014

**Expiration date of determination:** September 30, 2014\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Butte, Lassen, Marin, Placer, Sacramento, San Joaquin, Sonoma, Yolo and Yuba Counties. (REF: 830-232-16)

			Employ	er Paymen	ts	<b></b>	Straight	:-Time	Over	time Hourl	y Rate_
	Basic	Health		Vacation				Total			Sunday/
	Hourly	And		And				Hourly	Daily	Saturday	Holiday
<u>Classification</u>	Rate <sup>a</sup>	Welfare	Pension <sup>a</sup>	Holiday <sup>a</sup>	Training <sup>a</sup>	Other <sup>a</sup>	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)	$(1\frac{1}{2}X)$
Butte, Lassen, Placer, Sacramento, Yo # Metal Roofing Systems Installer	lo and Yuba \$32.33	Counties: \$7.25	\$4.40	b	\$0.32	_	8.0	\$44.30	\$60.465°	\$60.465°	\$60.465°
San Joaquin County: # Metal Roofing Systems Installer	\$29.99	\$7.25	\$4.25	b	\$0.32	-	8.0	\$41.81	\$56.805°	\$56.805°	\$56.805°
Marin and Sonoma Counties: # Metal Roofing Systems Installer	\$33.16	-	-	b	_	\$10.90	8.0	\$44.06	\$60.64°	\$60.64°	\$60.64°

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Basic Hourly Rate and Employer Payments are based on the Davis-Bacon Wage Determination.

<sup>&</sup>lt;sup>b</sup> Included in straight-time hourly rate.

<sup>&</sup>lt;sup>c</sup> Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2008-1C **Issue Date:** August 22, 2008

**Expiration date of determination:** September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Calaveras County. (REF: 830-166-4)

			Employ	er Paymei	nts <u>a</u>	_	Straight	t-Time	Over	time Hour	ly Rate_	
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$	(2 X)	
# Metal Roofing Systems Installer	\$47.59 <sup>b</sup>	<u>-</u>	-	_	\$0.45	-	8.0	\$48.04	\$71.835°	\$71.835°	\$71.835°	

<sup>#</sup> Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

<sup>&</sup>lt;sup>b</sup> Includes an amount for Health and Welfare, Pension, Vacation/Holiday, Dues Check Off, and Other Payments.

<sup>&</sup>lt;sup>c</sup> Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2012-1D **Issue Date:** August 22, 2012

**Expiration date of determination:** September 30, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Fresno County. (REF: 830-232-18)

			Employ	er Paymen	ıts	_	Straight	:-Time	Overti	me Hourly	Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	And	And					Hourly	Daily	Saturday	Holiday
<u>Classification</u>	Rate	Welfar <u>e</u>	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)	(2 X)
Fresno County: # Metal Roofing Systems Installer	\$23.05	\$3.60	\$3.60	a	\$0.10	-	8.0	\$30.35	\$41.875	\$41.875	\$53.40

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>.</sup>a Included in straight-time hourly rate.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2008-1E **Issue Date:** August 22, 2008

**Expiration date of determination:** September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Humboldt, Madera, Napa, and Shasta Counties. (REF: 830-232-17)

			Employ	er Paymer	ıts		Straight	-Time	Overtin	ne Hourly	Rate
Classification	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (1½ X)
Humboldt County: ## Metal Roofing Systems Installer	\$16.00	-	**	-	_	\$2.00	8.0	\$18.00	\$26.00ª	\$26.00ª	\$26.00ª
Madera County: # Metal Roofing Systems Installer	\$26.75	\$2.00	\$2.00	-	\$0.15	-	8.0	\$30.90	\$44.275ª	\$44.275ª	\$44.275ª
Napa County: ## Metal Roofing Systems Installer	\$18.00	-	-	\$0.35	. <b>-</b>	-	8.0	\$18.35	\$27.35ª	\$27.35 <sup>a</sup>	\$27.35ª
Shasta County: ## Metal Roofing Systems Installer	\$19.83	. <b>_</b>	-	-	\$0.20	-	8.0	\$20.03	\$29.945°	\$29.945°	\$29.945ª

<sup>#</sup> Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>##</sup> Rates for apprentices are not available in the General Prevailing Wage Apprentice Schedule.

<sup>&</sup>lt;sup>a</sup> Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

#### # METAL ROOFING SYSTEMS INSTALLER

**DETERMINATION:** C-MR-2014-1F **ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITIES: All localities within Los Angeles, Orange, Riverside and San Bernardino Counties. (REF: 166-102-1)

			Emplo	yer Paym	ents		Straig	ht-Time	_Ove	rtime Hou	rly Rate	
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	and		And				Hourly	$Daily^b$	Saturday <sup>t</sup>	Holiday	
Classification	Rate <sup>a</sup>	Welfare	Pension <sup>c</sup>	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$	(2 X)	
# Metal Roofing Systems Installer	\$40.79	\$9.87	\$11.91	-	\$1.12	\$0.47	8.0	\$64.16	\$84.56	\$84.56	\$104.95	

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

<sup>a</sup> Includes amount withheld for Working Dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

b Rate applies for the first 4 overtime hours Monday through Friday and the first 12 hours worked on Saturday. All other time is paid at the Sunday/Holiday overtime rate. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.
c Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

#### # METAL ROOFING SYSTEMS INSTALLER

**DETERMINATION:** C-MR-2015-1G **ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITIES:** All localities within Monterey County<sup>f</sup>. (REF: 166-104-10)

			Emp	loyer Pay	ments		<b>Straigh</b>	t-Time	Over	time Hour	ly Rate
	Basic	Health	_	Vacation			_	Total			Sunday/
•	Hourly	and		and				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$	(2 X)
# Metal Roofing Systems Installer	\$41.59ª	\$12.93 <sup>e</sup>	\$17.59 <sup>b</sup>	c	\$1.41	\$0.42	8.0	\$73.94	\$95.83 <sup>d</sup>	\$95.83 <sup>d</sup>	\$117.72

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

<sup>&</sup>lt;sup>a</sup> Includes amount withheld for Dues Check Off.

<sup>&</sup>lt;sup>b</sup> An amount equal to 3% of wages and employee benefits (excluding training and other payment) is added for National SASMI Fund (Wage Stabilization Plan). Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

<sup>&</sup>lt;sup>c</sup> Included in Straight-Time hourly rate.

d Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only; All other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>&</sup>lt;sup>e</sup> Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

<sup>&</sup>lt;sup>f</sup> Rate applies to jobsites under 20 miles from Market and Main Streets in Salinas, CA. For rates outside that zone refer to the Travel and Subsistence provisions applicable to this determination.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2014-1I **Issue Date:** August 22, 2014

**Expiration date of determination:** June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities: All localities within San Diego County, (REF: 166-206-1)

			Emplo	yer Payme	ents		Straigl	nt-Time_	Over	time Hour	ly Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$	(2 X)
# Metal Roofing Systems Installer	\$35.03ª	\$7.92 <sup>b</sup>	\$13.56°	-	\$0.73 <sup>d</sup>	\$0.54°	8.0 <sup>f</sup>	\$57.78	\$75.29 <sup>g</sup>	\$75.29 <sup>g</sup>	\$92.81 <sup>g</sup>

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

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RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes amount withheld for Working Dues.

<sup>&</sup>lt;sup>b</sup> Includes an amount for the Sheet Metal Occupational Health Institute Trust.

<sup>°</sup>Includes amount for 401(a) Plan. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES

<sup>&</sup>lt;sup>d</sup> Includes an amount for International Training Institute.

e Includes amounts for National Energy Management Institute (NEMI) Fund, Sheet Metal Workers' International Scholarship Fund (SMWSF) and Industry Fund.

f Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

<sup>&</sup>lt;sup>8</sup> Rate applies to the first 2 Daily overtime hours and the first 10 hours on Saturday; All other time is paid at the Sunday and Holiday overtime rate.

### # METAL ROOFING SYSTEMS INSTALLER

**DETERMINATION:** C-MR-2015-1J **ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITIES: All localities within San Francisco, San Mateo and Santa Clara Counties. (REF: 166-104-1)

		p	Employ	er Paymer	nts		<b>Straight</b>	-Time	Over	time Hourl	y Rate	
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	· and		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)	(2 X)	
				,								
# Metal Roofing Systems Installer	\$50.71ª	\$13.11°	\$25.26 <sup>r</sup>	ъ	\$1.41	\$1.15	8.0°	\$91.64	\$119.81 <sup>d</sup>	\$119.81 <sup>d</sup>	\$147.99	

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/Pwage/Pwag

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>&</sup>lt;sup>b</sup> Included in Straight-Time Hourly Rate.

<sup>&</sup>lt;sup>c</sup> For San Francisco County, the Straight-Time Hours is 7 hours.

<sup>&</sup>lt;sup>d</sup> For San Francisco County: Rate applies to the first 2 daily overtime hours and the first 7 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

For San Mateo and Santa Clara Counties: Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>&</sup>lt;sup>e</sup>Includes SMOHIT and SHC. Effective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

functions an amount for Pension which is factored at the applicable overtime multiplier. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

#### # METAL ROOFING SYSTEMS INSTALLER

**DETERMINATION:** C-MR-2015-1K **ISSUE DATE:** February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director — Research Unit for specific rates at (415) 703-4774.

**LOCALITIES:** All localities within Santa Barbara County. (REF: 20-X-1)

			Employer Payments  Vacation					t-Time	Ove	rtime Hou	rly Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)	(2 X)
# Metal Roofing Systems Installer	\$33.50	\$9.42	\$12.32	\$3.92 <sup>a</sup>	\$0.72	\$2.415	8.0	\$62.295	\$79.045 <sup>b</sup>	\$79.045 <sup>b</sup>	\$95.795

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

<sup>a</sup> Includes supplemental dues.

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other time is at the Sunday/Holiday rate.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2014-1L **Issue Date:** August 22, 2014

Expiration date of determination: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director —

Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Siskiyou County. (REF: 23-31-1)

			Emplo	yer Paymei	nts		<b>Straigh</b>	t-Time		Overtin	me Hourly	Rate	
7	Basic	Health		Vacation				Total					Sunday/
	Hourly	and		And				Hourly	Da	ily	Satur	daye	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(2 X)	(1½ X)	(2X)	(2 X)
# Metal Roofing Systems Installe	r \$33.12	\$11.20 <sup>a</sup>	\$9.20	\$4.15 <sup>b</sup>	\$0.73	\$2.44°	8.0	\$60.84	\$77.40 <sup>d</sup>	\$93.96	\$77.40 <sup>f</sup>	\$93.96	\$93.96 <sup>g</sup>

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship Fund.

<sup>&</sup>lt;sup>b</sup> Includes an amount per hour worked for Work Fees. The vacation amount is \$2.45 per hour worked.

<sup>&</sup>lt;sup>c</sup> Includes amounts for Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>&</sup>lt;sup>d</sup> For building construction, rate applies to the first 4 hours daily overtime. All heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown.

f Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

g Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2008-1M **Issue Date:** August 22, 2008

**Expiration date of determination:** September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Stanislaus County. (REF: 830-166-5)

			Employ	er Paymer	ıts <sup>a</sup>	_	<b>Straight</b>	-Time	Over	time Hour	ly Rate_	
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
<u>Classification</u>	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)	(2 X)	
# Metal Roofing Systems Installer	\$32.84 <sup>b</sup>	\$7.43	\$7.22	с	\$0.45	\$0.10	8.0	\$48.04	\$64.46 <sup>d</sup>	\$64.46 <sup>d</sup>	\$80.88	

<sup>#</sup> Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

<sup>&</sup>lt;sup>b</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>&</sup>lt;sup>c</sup> Included in straight-time hourly rate.

<sup>&</sup>lt;sup>d</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only; All other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2015-1N **Issue Date:** February 22, 2015

**Expiration date of determination:** August 31, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director

- Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Tulare County. (REF: 232-27-1)

			Employ	er Paymen	ıts		Straight	-Time	<u>Overti</u>	me Hourly	Rate	
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday <sup>d</sup>	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other <sup>c</sup>	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$	(2 X)	
# Metal Roofing Systems Installer	\$26.77ª	\$6.38	\$6.10	b	\$0.30	\$0.02	8.0	\$39.57	\$52.96	\$52.96	\$66.34	

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>&</sup>lt;sup>b</sup> Included in Basic Hourly Rate.

<sup>&</sup>lt;sup>c</sup> Includes an amount for the Roofers and Waterproofers Research and Education Joint Trust Fund.

<sup>&</sup>lt;sup>d</sup> When adverse weather or job scheduling problems exist causing an employee to work less than forty (40) hours in a week Saturday may be used as a make-up day at straight time wage rates.

### # METAL ROOFING SYSTEMS INSTALLER

**Determination:** C-MR-2008-10 **Issue Date:** August 22, 2008

**Expiration date of determination:** September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Ventura County. (REF: 830-166-6)

			Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)	(2 X)	
# Metal Roofing Systems Installer	\$30.29ª	\$6.60	\$5.75 <sup>b</sup>	c	\$0.80	\$0.54	8.0	\$43.98	\$59.13 <sup>d</sup>	\$59.13 <sup>d</sup>	\$74.27°	

<sup>#</sup> Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes amount withheld for Dues Check Off.

<sup>&</sup>lt;sup>b</sup> Includes an amount per hour for COLA Fund.

<sup>&</sup>lt;sup>c</sup> Included in straight-time hourly rate.

d Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday & Sunday. All other overtime is paid at the Double time and Holiday rate.

e Rate applies after 4 overtime hours Monday through Friday, after 8 hours Saturday and Sunday and all hours worked on Holidays.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

#### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-261-X-265-2011-1

Issue Date: August 22, 2011

**Expiration date of determination:** July 31, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Alameda, Contra Costa, Marin, Napa, Solano and Sonoma Counties.

			Employ	er Paymen	its	_	Straight	:-Time	Overt	ime Hourly	Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$	(2 X)
Ready Mix Driver	\$25.65	\$8.41	\$5.75	\$2.25	-	-	8.0	\$42.06	\$54.89	\$54.89	\$67.71

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-5-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Alpine, Amador, Calaveras, San Joaquin and Tuolumne Counties

			Employ	<u>er Paymen</u>	ts		Straight-Time		Overtime Hourly Rate	
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)
Driver: Mixer Truck	\$20.10	\$3.09°	-	\$1.005 <sup>b</sup>	-	-	8.0	\$24.195	\$34.245°	\$34.245

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$535.26 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$1.39 after 3 years of service

<sup>\$1.78</sup> after 10 years of service

<sup>\$2.16</sup> after 20 years of service

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-261-150-53-2009-2

Issue Date: August 22, 2009

Expiration date of determination: June 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent

determination is issued.

Localities: All localities within Butte, Colusa, El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba Counties.

			Employ	er Paymer	nts		Straight	-Time	Over	time Hourl	y Rate	
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$	(2 X)	
Driver: Mixer Truck	\$26.50	\$6.89ª	\$8.97ь	с	-	-	8.0	\$42.36	\$55.61	\$55.61	\$68.86	

<sup>4</sup> Health and Welfare is applicable for workers who have worked at least eighty (80) hours in the previous calendar month. Contribution applies to all work until \$1195 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

An amount (\$4.66) shall be paid for all hours worked up to 173 hours per month.

<sup>\$0.92</sup> after 30 days of service with the employer

<sup>\$1.43</sup> after 1 year of service with the employer

<sup>\$1.94</sup> after 2 years of service with the employer

<sup>\$2.45</sup> after 5 years of service with the employer

<sup>\$2.96</sup> after 15 years of service with the employer

<sup>\$3.47</sup> after 25 years of service with the employer

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-261-624-17-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Del Norte, Humboldt and Mendocino Counties.

			Employ	<u>er Paymen</u>	its	_	Straight	t-Time_	Overtime I	Hourly Rate
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfar <u>e</u>	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	$(1\frac{1}{2}X)$
Driver: Mixer Truck	\$22.50	\$4.81 a	\$5.60	\$2.00	_	-	8.0	\$34.91	\$46.16 <sup>b</sup>	\$46.16

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$833.00 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-4-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no

subsequent determination is issued.

Localities: All localities within Fresno, Madera, Mariposa, Merced and Stanislaus Counties.

			Employ	er Paymen	ıts	_	Straight-Time		Overtime Hourly Rate	
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And	4			Hourly	Daily	Holiday
<u>Classification</u>	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$
Driver: Mixer Truck	\$18.50	\$5.44 <sup>a</sup>		\$0.71 <sup>b</sup>	-	-	8.0	\$24.65	\$33.90°	\$33.90

The contribution applies to all hours until \$943.38 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>\$1.42</sup> after 1 year of service for the employer

<sup>\$1.78</sup> after 5 years of service for the employer

<sup>\$2.13</sup> after 15 years of service for the employer

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

#### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-2-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity Counties.

			Employ	er Paymen	ts	_	Straight	-Time_	Overtime I	Hourly Rate
	Basic	Health		Vacation			-	Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	$(1\frac{1}{2}X)$
Driver: Mixer Truck	\$14.80	\$3.46 <sup>a</sup>	-	\$0.68 <sup>b</sup>	-	-	8.0	\$18.94	\$26.34°	\$26.34

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$600 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$0.97 after 2 years of service

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-261-36-95-2010-1

Issue Date: February 22, 2010

**Expiration date of determination:** August 28, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Imperial and San Diego Counties.

			Employ	er Paymen	its	_	Straight-Time		Overtime Hourly Rate	
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
<u>Classification</u>	Rate	Welfar <u>e</u>	Pension	<u> Holiday</u>	Training	Other	Hours	Rate	(1½ X)	(2 X)
Mixer Driver	\$25.05	\$4.75°	\$3.10	\$1.25 b	-	-	8.0	\$34.15	\$46.68°	\$59.20

<sup>&</sup>lt;sup>a</sup>The contribution applies to all hours until \$823.00 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$1.73 after one year of service

<sup>\$2.22</sup> after 7 years of service.

<sup>\$2.70</sup> after 14 years of service.

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of 12 hours daily shall be paid the Sunday/Holiday (2X) rate.

#### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-12-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Inyo, Mono and San Bernardino Counties.

			Employ	er Paymen	ts		Straight	<u>t-Time</u>	Overtime H	lourly Rate
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	$(1\frac{1}{2}X)$
Driver: Mixer Truck	\$19.05	\$6.66ª	\$1.71	\$1.17 <sup>b</sup>	-	-	8.0	\$28.59	\$38.115°	\$38.115

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$1155.24 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$1.54 after 7 years of service

<sup>\$1.91</sup> after 14 years of service

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-261-87-119-2011-1

Issue Date: February 22, 2011

**Expiration date of determination:** January 15, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Kern, Kings and Tulare Counties.

			Employ	er Paymer	its	_	Straight	-Time	Overt	time Hourly	Rate
	Basic	Health		Vacation				Total		Saturday/	
	Hourly	And		And				Hourly	Daily	Holiday	Sunday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)	(2 X)
Driver: Mixer Truck	\$20.11	\$4.89 <sup>a</sup>	\$3.05	\$0.70 <sup>b</sup>	-	-	8.0	\$28.75	\$38.11°	\$38.11°	\$48.16

The contribution applies to all hours until \$847.50 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

Applies to workers who have been on payroll for thirty (30) days. After 1 year of employment, Vacation and Holiday increases to \$1.08. After 2 years of employment, Vacation and Holiday increases to \$1.86.

c Overtime is paid at two times (2x) the basic hourly rate for work performed in excess of twelve (12) hours in any work day.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-261-624-18-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no

subsequent determination is issued.

Localities: All localities within Lake County.

			Employ	<u>er Paymen</u>	ts		Straight-	-Time	Overtime H	<u><b>lourly Rate</b></u>
	Basic	Health		Vacation				Total	Daily/	
	Hourly	And		And				Hourly	Holiday <sup>b</sup>	Sunday
Classification	Rate	Welfare <sup>a</sup>	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(2X)
Driver: Mixer Truck	\$20.60	\$4.81	\$6.00	\$2.00	-	-	8.0	\$33.41	\$43.71	\$54.01

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$833.00 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> Rate applies to work in excess of eight (8) hours daily, forty (40) hours weekly and all hours worked on holidays.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-261-X-258-2009-2

Issue Date: August 22, 2009

**Expiration date of determination:** June 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Los Angeles, Orange and Ventura Counties.

			Employ	er Paymen	ts	_	Straight	-Time	Overti	me Hourly	Rate
	Basic	Health		Vacation				Total		Saturday/	
	Hourly	And		And			•	Hourly	Daily	Holiday	Sundaye
Classification	Rate	Welfare	Pension	Holiday <sup>d</sup>	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	$(1\frac{1}{2}X)$	(2 X)
Ready Mix Driver <sup>a</sup>	\$21.25	\$4.60 <sup>b</sup>	\$3.44	\$0.41°	-	-	8.0	\$29.70	\$40.33	\$40.33	\$50.95

<sup>&</sup>lt;sup>a</sup> New hires will be subject to employment at hourly rates that are four dollars (\$4.00) less, three dollars (\$3.00) less, two dollars (\$2.00) less, and one dollar (\$1.00) less than the straight time hourly rate for time periods of twelve (12) months each until they reach the Journeyman basic hourly rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> The contribution applies to all hours until \$796.50 is paid for the month.

<sup>&</sup>lt;sup>c</sup> \$0.98 after 4 months of service

<sup>\$1.39</sup> after 1 year of service

<sup>\$1.80</sup> after 7 years of service

<sup>\$2.21</sup> after 14 years of service

<sup>&</sup>lt;sup>d</sup> Includes \$0.57 for Holidays after four (4) months, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

<sup>&</sup>lt;sup>e</sup> Emergency work and breakdown on Sundays shall be paid at time and one-half (1½x) the straight time rate.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-3-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Monterey, San Benito, San Francisco, San Mateo, Santa Clara, and Santa Cruz Counties.

			Employ	er Paymen	ts	_	Straight-Time		Overtime Hourly Rate	
	Basic Hourly	Health And		Vacation And				Total Hourly	Daily	Sunday/ Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)
Driver: Mixer Truck	\$21.50	\$9.64	\$1.72 a	\$0.99 <sup>b</sup>	-	-	8.0	\$33.85	\$45.46°	\$45.46

<sup>&</sup>lt;sup>a</sup> This amount is factored at the applicable overtime rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$1.41 after 2 years of service

<sup>\$1.82</sup> after 10 years of service

<sup>\$2.23</sup> after 20 years of service

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-1-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Nevada and Sierra Counties.

•			Employ	er Paymen	ts		<u>Straigh</u>	t-Time_	Overtime	Hourly Rate
	Basic	Health		Vacation ·				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare <sup>a</sup>	Pension	Holiday <sup>b</sup>	Training	Other	Hours	Rate	$(1\frac{1}{2}X)^{c}$	$(1\frac{1}{2}X)$
Driver: Mixer Truck	\$19.25	\$2.96	-	\$0.22	-	-	8.0	\$22.43	\$32.06	\$32.06

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$513.04 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$0.59 after 2 years of service

<sup>\$0.96</sup> after 5 years of service

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup>There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-11-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Riverside County.

			Employ	er Paymen	ts		<b>Straight</b>	-Time	Overtime Hourly Rate		
	Basic	Health		Vacation				Total		Sunday/	
	Hourly	And		And				Hourly	Daily	Holiday	
Classification	Rate	Welfar <u>e</u>	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	$(1\frac{1}{2}X)$	
Driver: Mixer Truck	\$15.00	\$6.33 <sup>a</sup>	\$1.80	\$1.04 <sup>b</sup>	-	-	8.0	\$24.17	\$31.67°	\$31.67	

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$1097.30 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$1.33 after 4 years of service

<sup>\$1.61</sup> after 14 years of service

<sup>\$1.90</sup> after 24 years of service

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-6-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within San Luis Obispo County.

		Employer Payments Straight-Time		t-Time	Overtime	Hourly Rate				
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)
Driver: Mixer Truck	\$19.14	\$3.04ª	\$3.42	\$1.03 <sup>b</sup>	\$0.64	-	8.0	\$27.27	\$36.84°	\$36.84

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$526.19 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$1.40 after 2 years of service,

<sup>\$1.70</sup> after 10 years of service.

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-261-186-15-2010-1

Issue Date: February 22, 2010

Expiration date of determination: March 27, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Santa Barbara County.

			Employ	er Paymen	ts	_	Straight-Time		Overtime I	Hourly Rate
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday <sup>d</sup>	Training	Other	Hours	Rate	(1½ X) <sup>e</sup>	(2 X)
Mixer Driver	\$21.15ª	\$4.91 <sup>b</sup>	\$3.44	\$0.41°	-		8.0	\$29.91	\$40.485	\$51.06

<sup>&</sup>lt;sup>a</sup>Includes an amount (\$0.03) for supplemental dues check off.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

bThe contribution applies to all hours until \$850.00 is paid for the month.

c \$1.06 after 1 month of service

<sup>\$1.46</sup> after 1 year of service

<sup>\$1.87</sup> after 7 years of service

<sup>\$2.28</sup> after 16 years of service.

d Includes, after one month, \$0.65 for Holidays, which can be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

eRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of twelve (12) hours daily shall be paid the Sunday/Holiday (2X) rate.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-7-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no

subsequent determination is issued.

Localities: All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lassen, Modoc, San Francisco, San Mateo, Santa Clara, Shasta,

Siskiyou and Trinity Counties.

			Employ	er Paymen	ıts	_	Straight	-Time	Overtime Hourly Rate		
	Basic Hourly	Health And		Vacation And				Total Hourly	Daily	Sunday/ Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)	
Driver: Dump Truck	\$22.50	a	_	\$0.43 <sup>b</sup>	-	-	8.0	\$22.93	\$34.18°	\$34.18	

<sup>&</sup>lt;sup>a</sup> Health and Welfare will increase from \$0.00 to \$1.16 after 90 days of service, which will be seen as an increase to the Total Hourly Rate as well.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>\$0.78</sup> after 90 days of service with the employer

<sup>\$1.21</sup> after 5 years of service with the employer

<sup>\$1.65</sup> after 10 years of service with the employer

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

#### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-DT-830-261-5-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tulare, Tuolumne and Yuba Counties.

			Employ	er Paymen	its	_	Straight	t-Time	Overtime l	Hourly Rate	
	Basic	Health		Vacation				Total		Sunday/	
	Hourly	And		And				Hourly	Daily	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)	
Driver: Dump Truck	\$17.00	\$3.09 a	-	\$0.85 <sup>b</sup>	-	-	8.0	\$20.94	\$29.44°	\$29.44	

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$535,26 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup>\$1.18 after 3 years of service

<sup>\$1,50</sup> after 10 years of service

<sup>\$1.83</sup> after 20 years of service

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-DT-830-261-8-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Butte, Colusa, Glenn, Lake, Mendocino, Plumas and Tehama Counties.

			Employ	er Paymen	its		Straight	-Time_	Overtime Hourly Rate		
	Basic	Health		Vacation			-	Total	Deller	Sunday/	
Classification	Hourly Rate	And Welfare	Pension	And Holiday	Training	Other	Hours	Hourly Rate	Daily (1½ X)	Holiday (1½ X)	
				•	_				. ,		
Driver: Dump Truck	\$21.00	\$2.81 <sup>a</sup>	-	\$0.10 <sup>b</sup>	-	-	8.0	\$23.91	\$34.41°	\$34.41	

<sup>&</sup>lt;sup>a</sup>The contribution applies to hours until \$487.07 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$0.20 after 1 year of service,

<sup>\$0.50</sup> after 2 years of service,

Add \$0.10 for every additional year of service to a maximum of \$1.50 per hour for over 13 years of service.

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

#### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-DT-830-261-10-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Imperial, Invo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

			Employ	er Paymen			Straight-Time _		Overtime Hourly Rate	
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare <sup>a</sup>	Pension	Holiday <sup>b</sup>	Training	Other	Hours	Rate	$(1\frac{1}{2}X)^{c}$	$(1\frac{1}{2}X)$
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	-	-	8.0	\$19.465	\$27.965	\$27.965

<sup>&</sup>lt;sup>a</sup> The contribution applies to all work up to \$355.00 per month.

\$0.98 after 5 years of service

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> \$0.65 after 2 years of service

<sup>\$1.31</sup> after 9 years of service

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup>There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-DT-830-261-6-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within Kern, Monterey, San Luis Obispo, Santa Barbara, and Ventura Counties.

			Employ	er Paymen	ts	_	Straight	-Time	Overtime Hourly Rate		
	Basic Hourly	Health And	-	Vacation And			-	Total Hourly	Daily	Sunday/ Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	$(1\frac{1}{2}X)$	
Driver: Dump Truck	\$16.76	\$3.04ª	\$2.75	\$0.90 <sup>b</sup>	\$0.64	-	8.0	\$24.09	\$32.47°	\$32.47	

<sup>&</sup>lt;sup>a</sup> The contribution applies to all hours until \$526.19 is paid for the month.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup>\$1.22 after 2 years of service,

<sup>\$1.55</sup> after 10 years of service.

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

### CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-DT-830-261-9-2009-1

Issue Date: February 22, 2009

**Expiration date of determination:** March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no

subsequent determination is issued.

Localities: All localities within San Benito and Santa Cruz Counties.

			Employer Payments Straight-Time		Overtime H	Iourly Rate				
	Basic Hourly	Health And		Vacation				Total Hourly	Daily <sup>b</sup>	Sunday/ Holiday
Classification	Rate	Welfare	Pension	And <u>Holiday</u>	Training	Other	Hours	Rate	(1½ X)	(1½ X)
				•					,	
Driver: Dump Truck	\$16.25	\$9.64	\$5.20	\$0.56ª	\$0.70	\$0.48	8.0	\$32.83	\$40.955	\$40.955

<sup>&</sup>lt;sup>a</sup> \$0.875 after 1 year of service

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

<sup>\$1.19</sup> after 7 years of service

<sup>\$1.50</sup> after 19 years of service

<sup>&</sup>lt;sup>b</sup> Overtime rate applies to all work exceeding eight (8) hours daily and forty (40) hours weekly.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

# Attachment 2 Prevailing Wage Determination Northern California Rates

#### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR

**DETERMINATION:** NC-3-16-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: July 31, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

		Employer Payments						t-Time	Overtime H	Overtime Hourly Rate	
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly		-	
1771.4	Rate	Welfare						Rate	1-1/2X	2X	
AREA 1 Mechanic	a\$59.38	\$11.25	\$7.61 <sup>b</sup>	С	\$0.85	d\$0.23	8	\$79.32	<b>°</b> \$109.01	f\$138.70	
AREA 2 Mechanic	°\$45.28	\$11,25	\$7.61 <sup>b</sup>	С	\$0.85	d\$0.23	8	\$65.22	°\$87.86	<sup>f</sup> \$110,50	

AREA 1 - Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Nevada, Placer, Plumas, Sacramento, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.

DETERMINATION: NC-3-16-3-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: December 31, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: Mono and all Northern California Counties

Hazardous Material Handler Mechanic	<sup>8</sup> 32.38	6.31	1.25	¢	0.30	<sup>h</sup> 0.08	8	40.32	<sup>i</sup> 56.51	<sup>j</sup> 72.70
Hazardous Material Handler Worker <sup>k</sup>	<sup>g</sup> 23.16	6.31	-	-	0.30	10.06	8	29.83	<sup>i</sup> 41.41	<sup>j</sup> 52.99

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppW apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

NOTE: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

a Includes amount withheld for dues check off and for vacation.

b Pursuant to Labor Code sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

c Included in the straight-time hourly rate.

d \$0.02 per hour worked for vacation/holiday administration; \$0.12 per hour worked for occupational health and research; \$0.08 per hour worked for Industry Promotion; \$0.01 per hour worked for Preservation Trust.

<sup>1/2</sup> times the basic straight-time hourly rate for the first 2 hours of overtime, Monday through Friday and for the first 10 hours on Saturdays. All other overtime is paid at the double time rate.

f \$198.08 (Area 1) and \$155.78 (Area 2) per hour for work on Labor Day.

g Includes amount withheld for dues check off.

h Includes amount for vacation/holiday administration and industry promotion.

Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7th consecutive day of work in a workweek.

Rate applies to work on any recognized holiday, all hours worked in excess of 12 hours in any workday, and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek.

k A maximum of fourteen (14) Hazardous Material Handler Workers is allowed for each Hazardous Material Handler Mechanic.

<sup>&</sup>lt;sup>1</sup> Includes amount for industry promotion.

#### CRAFT: #CARPENTER AND RELATED TRADES

**DETERMINATION:** NC-23-31-1-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

				E	mployer Payı	nents		Straight	Time			Overtime Ho	urly Rate <sup>k</sup>	_
CLASSIFICATION (Journeyperson)		Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>e</sup>	Hours	Total Hourly	Da	aily	Satu	rday	Sunday and
		Rate	Welfare				,		Rate	1 1/2X <sup>f</sup>	2X	1 1/2X <sup>8</sup>	2X	Holiday
	Saw	\$40.35	\$11.20	\$9.20	\$4.15	\$0.73	\$2,44	8	\$68.07	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42
Operator, Saw Filer, Shingler, S Scaffold and Steel Shoring Erector	Steel	\$40.50	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$68.22	\$88.47	\$108.72	\$88.47	\$108.72	\$108.72
	Saw	\$34.47	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$62.19	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Operator, Saw Filer, Shingler, S Scaffold and Steel Shoring Erector	Steel	\$34.62	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$62.34	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
	Saw	\$34.47	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$62.19	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Operator, Saw Filer, Shingler, S Scaffold and Steel Shoring Erector	Steel	\$34.62	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$62.34	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
	Saw	\$33.12	\$11,20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$60.84	\$77.40	\$93.96	\$77.40	\$93.96	\$93.96
Operator, Saw Filer, Shingler, S Scaffold and Steel Shoring Erector	Steel	\$33.27	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8	\$60,99	\$77.63	\$94.26	\$77.63	\$94.26	\$94.26

DETERMINATION: NC-23-31-1-2014-2A

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mployer Payr	nents		Straigh	t – Time			Overtime Ho	urly Rate k	_
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>e</sup>	Hours	Total Hourly	D	aily	Satu	ırday <sup>a</sup>	Sunday and
(**************************************	Rate	Welfare	•	Holiday		rayments		Rate	1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	Holiday
Bridge Builder/Highway Carpenter	\$40.35	\$11,20	\$9.20	\$4.15	\$0.73	\$2.44	8.0	\$68.07	\$88.25	\$108.42	\$88.25	\$108,42	\$108.42
Bridge Builder/Highway Carpenter (Special Single Shift)	\$45.39	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	8.0	\$73.11	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42

Footnote and Millwright listed on page 34A

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)

**DETERMINATION:** NC-23-31-1-2014-2B

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension E	mployer Payr Vacation/ Holiday <sup>d</sup>	nents Training	Other Paymentsh	Straigh Hours	t – Time Total Hourly	D	aily	Overtime Ho Sati	urly Rate <sup>k</sup> ırday <sup>a</sup>	Sunday and	
(Journoyporson)	Rate	Welfare		нолоау		Payments		Rate	1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	Holiday <sup>i</sup>	•
<sup>b</sup> <b>Area 1</b> Millwright	\$40.45	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	8	\$69.77	\$90.00	\$110.22	\$90.00	\$110.22	\$110,22	
<sup>b</sup> Area 2 Millwright	\$36.97	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	8	\$66.29	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26	
<sup>b</sup> Area 3 <sup>j</sup> Millwright	\$36.97	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	8	\$66.29	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26	
<sup>b</sup> Area 4 <sup>l</sup> Millwright	\$35.62	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	8	\$64.94	\$82.75	\$100.56	\$82.75	\$100.56	\$100,56	

**DETERMINATION:** NC-23-31-1-2014-2, NC-23-31-1-2014-2A and NC-23-31-1-2014-2B

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

- <sup>a</sup> In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.
- <sup>b</sup> AREA 1 Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
- AREA 2 Monterey, San Benito, and Santa Cruz Counties
- AREA 3 El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.
- AREA 4 Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.
- <sup>c</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.
- d Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.
- <sup>e</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.
- <sup>f</sup> For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.
- g Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.
- h Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.
- <sup>1</sup> Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision
- j Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.
- k The overtime rates for shift work are based on the non-shift overtime rates.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### CRAFT: #CARPENTER AND RELATED TRADES (SECOND SHIFT)\*

**DETERMINATION:** NC-23-31-1-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mplover Payr	ments		Straigh	t – Time		0	vertime Hou	ırly Rate <sup>a</sup>	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Tetal Hourly	Da	ily	Satu	rday <sup>b</sup>	Sunday and
(Journeyperson)	Hourly Rate	and Welfare <sup>d</sup>		Holiday		Payments <sup>f</sup>		Rate	1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	Holiday <sup>k</sup>
<sup>c</sup> Area 1 Carpenter Hardwood Floorlayer, Power Saw	\$43,04	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$70.76	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$43.20	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$70.92	\$88.47	\$108.72	\$88.47	\$108.72	\$108.72
<sup>c</sup> Area 2 Carpenter Hardwood Floorlayer, Power Saw	\$36.77	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$64.49	\$79.43	\$96.66	\$79.43	\$96,66	\$96.66
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$36.93	\$11,20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$64.65	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
<sup>c</sup> Area 3 <sup>1</sup> Carpenter Hardwood Floorlayer, Power Saw	\$36,77	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$64.49	\$79.43	\$96,66	\$79.43	\$96.66	\$96.66
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$36.93	\$11.20	\$9.20	\$4,15	\$0.73	\$2.44	7.5	\$64.65	\$79.65	\$96.96	\$79.65	\$96,96	\$96.96
°Area 4 <sup>1</sup> Carpenter Hardwood Floorlayer, Power Saw	\$35.33	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$63.05	\$77.40	\$93.96	\$77.40	\$93.96	\$93.96
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.49	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$63.21	\$77.63	\$94.26	\$77.63	\$94.26	\$94.26

**DETERMINATION:** NC-23-31-1-2014-2A

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mplover Pavi	ments		Straight	- Time		0	vertime Hou	ırly Rate <sup>a</sup>	
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Da	aily	Satu	rday <sup>b</sup>	Sunday
(Journeyperson)	Hourly	and		Holiday <sup>e</sup>		Payments <sup>f</sup>		Hourly					and
	Rate	Welfared						Rate	1 1/2Xh	2X	1 1/2X <sup>i</sup>	2X	Holiday <sup>k</sup>
Bridge Builder/Highway Carpenter	\$43.04	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7.5	\$70.76	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

DETERMINATION: NC-23-31-1-2014-2B

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumme, Yolo, and Yuba Counties.

CLASSIFICATION	Basic	Health	Pension	mployer Pay Vacation/	ments Training	Other	Straigh Hours <sup>g</sup>	t - Time Total	D	O aily	vertime Hoi Satı	ırly Rate <sup>s</sup> ırday <sup>b</sup>	Sunday
(Journeyperson)	Hourly Rate	and Welfare <sup>d</sup>		Holiday		Payments <sup>1</sup>		Hourly Rate	1 1/2Xh	2X	1 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
<sup>°</sup> <b>Area 1</b> Millwright	\$43.15	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7.5	\$72.47	\$90.00	\$110.22	\$90.00	\$110.22	\$110.22
<sup>c</sup> Area 2 Millwright	\$39.43	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7.5	\$68.75	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<b>° Area 3¹</b> Millwright	\$39.43	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7.5	\$68.75	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<b>°Area 4<sup>1</sup></b> Millwright	\$37.99	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7.5	\$67.31	\$82.75	\$100.56	\$82.75	\$100,56	\$100.56

DETERMINATION: NC-23-31-1-2014-2, NC-23-31-1-2014-2A and NC-23-31-1-2014-2B (FOR SECOND AND THIRD SHIFTS)

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

- \* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.
- <sup>a</sup> The overtime rates for shift work are based on the non-shift overtime rates on page 34.
- b In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.
- <sup>c</sup> AREA 1 Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
- AREA 2 Monterey, San Benito, and Santa Cruz Counties.
- AREA 3 El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.
- AREA 4 Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.
- d Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.
- Encludes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.
- Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.
- Baily overtime applies after 7 ½ hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.
- h For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day
- Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.
- <sup>j</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.
- k Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision
- Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### CRAFT: #CARPENTER AND RELATED TRADES (THIRD SHIFT)\*

**DETERMINATION:** NC-23-31-1-2014-2

ISSUE DATE: August 22, 2014
EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mployer Payr	ments		Straigh	t – Time		0	vertime Hot	urly Rate <sup>a</sup>	
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly	Da	ily	Satu	ırday <sup>b</sup>	Sunday and
()	Rate	Welfared		Honday		1 ayıncıns		Rate	1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	Holiday <sup>k</sup>
<sup>c</sup> Area 1 Carpenter Hardwood Floorlayer, Power Saw	\$46.11	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$73.83	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$46,29	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$74.01	\$88.47	\$108.72	\$88.47	\$108.72	\$108.72
<sup>c</sup> Area 2 Carpenter Hardwood Floorlayer, Power Saw	\$39.39	\$11.20	\$9,20	\$4.15	\$0.73	\$2.44	7	\$67.11	\$79.43	\$96,66	\$79.43	\$96.66	\$96.66
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$39.57	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$67.29	\$79.65	\$96,96	\$79.65	\$96.96	\$96.96
<sup>c</sup> Area 3 <sup>1</sup> Carpenter Hardwood Floorlayer, Power Saw	\$39.39	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$67.11	\$79.43	\$96.66	\$79.43	\$96.66	\$96.66
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$39.57	\$11,20	\$9,20	\$4.15	\$0.73	\$2.44	7	\$67.29	\$79.65	\$96.96	\$79.65	\$96.96	\$96.96
<sup>c</sup> Area 4 <sup>1</sup> Carpenter Hardwood Floorlayer, Power Saw	\$37.85	\$11.20	\$9.20	\$4.15	\$0,73	\$2.44	7	\$65.57	\$77.40	\$93.96	\$77.40	\$93.96	\$93.96
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$38.02	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$65.74	\$77.63	\$94.26	\$77.63	\$94.26	\$94.26

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

**DETERMINATION:** NC-23-31-1-2014-2A

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	nployer Payr	nents		Straight	- Time		0	vertime Hot	ırly Rate <sup>a</sup>	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hoursg	Total	Da	aily	Satu	rday <sup>b</sup>	Sunday
(Journeyperson)	Hourly Rate	and Welfare <sup>d</sup>		Holiday		Payments <sup>f</sup>		Hourly Rate	1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
Bridge Builder/Highway Carpenter	\$46.11	\$11.20	\$9.20	\$4.15	\$0.73	\$2.44	7	\$73.83	\$88.25	\$108.42	\$88.25	\$108.42	\$108.42

**DETERMINATION:** NC-23-31-1-2014-2B

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mployer Payr	nents		Straigh	- Time		O	vertime Hot	ırly Rate <sup>a</sup>	_
CLASSIFICATION	Basic	Health and	Pension	Vacation/	Training	Other	Hours	Total	D:	aily	Satu	rday <sup>b</sup>	Sunday
(Journeyperson)	Hourly Rate	Welfare <sup>d</sup>		Holiday		Payments <sup>j</sup>		Hourly Rate	I 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
<sup>c</sup> Area 1									•				
Millwright	\$46.23	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7	\$75.55	\$90.00	\$110.22	\$90.00	\$110.22	\$110.22
<sup>c</sup> Area 2													
Millwright	\$42.25	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7	\$71.57	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
<sup>c</sup> Area 3 <sup>l</sup>													
Millwright	\$42.25	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7	\$71.57	\$84.78	\$103.26	\$84.78	\$103.26	\$103.26
Area 4 <sup>1</sup>			***				_		***		202 47	****	
Millwright	\$40.71	\$11.20	\$9.20	\$4.24	\$0.73	\$3.95	7	\$70.03	\$82.75	\$100.56	\$82.75	\$100.56	\$100.56

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: MODULAR FURNITURE INSTALLER (CARPENTER)

**DETERMINATION:** NC-23-31-15-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

		E	mployer Pay	ments		Strai	ght-Time	O	vertime Hourly R	ate	
Classification (Journeyperson)	Basic Hourly	Health and	Pension <sup>b</sup>	Vacation/ Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly	Daily	Saturday <sup>d</sup>	Sunday/ Holiday
	Rate	Welfare				-		Rate	1 1/2X	1 1/2X	2X
<sup>a</sup> AREA 1											
Master Installer	\$31.03	\$9.90	\$5.32	\$3.59	-	\$0.22	8	\$50.06	\$65.575	\$65.575	\$81.09
Lead Installer	26.81	9.90	5.32	3.59	_	0.22	8	45.84	59.245	59.245	72.65
Installer I	23.36	9.90	4.82	3.59	_	0.22	8	41.89	53.57	53.57	65.25
Installer II	19.93	9.90	4.82	3.59	-	0.22	8	38.46	48.425	48.425	58.39
<sup>a</sup> AREA 2											
Master Installer	27.31	9.90	5.32	3.59	-	0.22	8	46.34	59,995	59.995	73.65
read Installer	23.68	9.90	5.32	3.59	-	0.22	8	42,71	54.55	54.55	66.39
staller I	20.71	9.90	4.82	3.59		0.22	8	39.24	49.595	49.595	59.95
ıstaller II	17.76	9.90	4.82	3.59	-	0.22	8	36.29	45.17	45.17	54.05
<sup>a</sup> AREA 3											
Master Installer	25.98	9.90	5.32	3.59	_	0.22	8	45.01	58.00	58.00	70.99
Lead Installer	22.56	9.90	5.32	3.59	_	0.22	8	41.59	52.87	52.87	64.15
Installer I	19.76	9.90	4.82	3.59	_	0.22	8	38.29	48.17	48.17	58.05
Installer II	16.99	9.90	4.82	3.59	-	0.22	8	35.52	44.015	44.015	52.51

<sup>&</sup>lt;sup>a</sup>AREA 1: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

RATIO: The ratio of employees shall be based on the increments of ten (10) employees. It is understood that the employee ratio shall apply on a company-wide basis. For every ten (10) employees, the employer shall employ one (1) Master Installer, three (3) Lead Installer, three (3) Installer I, and three (3) Installer II. For crew size of less than 10 employees, the employer shall employ a Master Installer, followed by a Lead Installer, then an Installer I, and lastly an Installer II. For crew size of over 10 employees, please contact the Office of the Director – Research Unit at 415-703-4774.

All drapery installation shall be performed by employees at the Installer I level or above. Employers employing three (3) or more Drapery Installers at the Installer I level or above may employ one (1) Installer II. For each additional three (3) Installer I level or above Drapery Installers then in his/her employ, the employer may employ one (1) additional Installer II.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

AREA 2: Monterey, San Benito, and Santa Cruz Counties.

AREA 3: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

<sup>&</sup>lt;sup>b</sup> Includes an amount for Annuity Trust Fund.

<sup>&</sup>lt;sup>c</sup> Includes an amount for Work Fee.

d Rate applies for the first 10 hours only. All hours worked in excess of ten hours on Saturdays shall be paid at double time (2X).

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773,1

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER)

**DETERMINATION**: NC-31-X-16-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION**: June 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

				Employer Paym	ients		Straigl	nt-Time	Ove	ertime Hourl	y Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>f</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
* Area 1 Drywall Installer/											-
Lather	\$40.35	\$11.20	g\$11.95	\$4.15	\$0.67	\$0.63	8	\$68.95	h\$89.125	h\$89.125	\$109.30
Stocker, Scrapper <sup>i</sup>	20.18	11.05	<sup>g</sup> 5.45	4.15	-	-	8	40.83	<sup>h</sup> 50.92	<sup>h</sup> 50.92	61.01
Stocker, Scrapper	20.18	11.05	1.10	4.15	-	-	8	36.48	<sup>h</sup> 46.57	<sup>h</sup> 46.57	56.66
<sup>b</sup> Area 2											
Drywall Installer/											
Lather	34.47	11.20	g11.95	4.15	0.67	0.63	8	63.07	<sup>h</sup> 80.305	<sup>h</sup> 80.305	97.54
Stocker, Scrapper	17.24	11.05	<sup>g</sup> 5.45	4.15	-	-	8	37.89	<sup>h</sup> 46.51	<sup>h</sup> 46.51	55.13
Stocker, Scrapper	17.24	11.05	1.10	4.15	-	-	8	33.54	<sup>h</sup> 42.16	<sup>h</sup> 42.16	50.78
° Area 3											
Drywall Installer/											
Lather	34.97	11.20	g11.95	4.15	0.67	0.63	8	63.57	<sup>h</sup> 81.005	<sup>h</sup> 81.005	98.54
Stocker, Scrapper <sup>i</sup>	17.49	11.05	<sup>8</sup> 5.45	4.15	-	_	8	38.14	<sup>h</sup> 46.885	<sup>h</sup> 46.885	55.63
Stocker, Scrapper	17.49	11.05	1.10	4.15	-	-	8	33.79	<sup>h</sup> 42.535	<sup>h</sup> 42.535	51.28
d Area 4											
Drywall Installer/											
Lather	33.62	11.20	g11.95	4.15	0.67	0.63	8	62.22	<sup>h</sup> 79.03	<sup>h</sup> 79.03	95.84
Stocker, Scrapper <sup>1</sup>	16.81	11.05	<sup>8</sup> 5.45	4.15	-	-	8	37.46	<sup>h</sup> 45.865	<sup>h</sup> 45.865	54.27
Stocker, Scrapper	16.81	11.05	1.10	4.15	-	-	8	33.11	<sup>h</sup> 41.515	<sup>h</sup> 41.515	49.92

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Area 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.

<sup>&</sup>lt;sup>b</sup> Area 2 - Monterey, San Benito, and Santa Cruz Counties.

<sup>&</sup>lt;sup>c</sup>Area 3 - El Dorado<sup>i</sup>, Placer<sup>i</sup>, Sacramento, San Joaquin, and Yolo Counties.

<sup>&</sup>lt;sup>d</sup> Area 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado<sup>i</sup>, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer<sup>i</sup>, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties

e Includes an amount for UBC health and safety fund for Drywall Installer/Lather only.

f Includes an amount for Work Fees

g Includes an amount for Annuity Trust Fund.

h Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday. All other time is paid at the Sunday and Holiday overtime rate. Saturdays may be worked at straight time if job is shut down during Monday through Friday due to inclement weather or major mechanical breakdown.

<sup>&</sup>lt;sup>1</sup> Employed by the same contractor for 2000 hours (consecutively or cumulatively).

<sup>&</sup>lt;sup>1</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # PILE DRIVER (CARPENTER)

**DETERMINATION:** NC-23-31-11-2014-1

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\*. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Eı	mployer Payr	nents		Straigh	t-Time	Over	time Hourly	Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payment	Hours s	Total Hourly Rate	Daily 1 1/2X	Saturday	Sunday and Holiday
Pile Driver, Wharf, and Dock Builder Diver (wet) up to	\$39.60 <sup>g</sup>	<sup>a</sup> 11.20	<sup>b</sup> 13.40	°5.35	0.78	0.15	8	70.48	<sup>d</sup> 90.28	<sup>d</sup> 90.280	110.08
50 ft depth e, f Diver's Tender e Assistant Tender Diver (stand-by)	89.12 43.56 39.60 44.56	a11.20 a11.20 a11.20 a11.20	b13.40 b13.40 b13.40 b13.40	°5.35 °5.35 °5.35 °5.35	0.78 0.78 0.78 0.78	0.15 0.15 0.15 0.15	8 8 8	120.00 74.44 70.48 75.44	d164.56 d96.22 d90.28 d97.72	d164.56 d96.22 d90.28 d97.72	209.12 118.00 110.08 120.00

### FOR "PILE DRIVER-BRIDGE BUILDER" - SEE NORTHERN CALIFORNIA CARPENTER PAGE 34.

PLEASE NOTE: To obtain wage rate information for Saturation Diver, Manned Submersible, Manifold Operator/Life Support Technician, Remote Controlled/Operated Vehicle (RCV/ROV) Pilot/Technician, Navigator Surveyor, Bell Winch Operator & Diving Equipment Technician, please contact the Office of the Director - Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at

http://www.dir.ca.gov/das/das.html.

a Includes UBC Health & Safety Fund.

c Includes an amount per hour for work fees.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director—Research Unit at (415) 703-4774.

b Includes an amount per hour for Annuity Trust Fund. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

d Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturdays. All other time is paid at the Sunday/Holiday overtime rate.

<sup>&</sup>lt;sup>e</sup> Shall receive a minimum of 8 hours pay for any day or part thereof worked.

For specific rates over 50 ft depth, contact the Office of the Director - Research Unit.

<sup>&</sup>lt;sup>g</sup> On bridges, powerhouses and dams, men working from bosun's chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as a substitute for or in lieu thereof (excluding piledriving rigs) shall receive \$0.15 per hour above this rate.

#### **CRAFT: #ELEVATOR CONSTRUCTOR**

**DETERMINATION**: NC-62-X-1-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION**: December 31, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties. Portions<sup>a</sup> of Kern, San Bernardino and San Luis Obispo are detailed below.

			Employer	Straight-Time			Overtime Hourly Rate				
Classification	Basic	Health	Pension <sup>e</sup>	Vacation/	Training	Other Ho	ours	Total	Daily	Saturday	Sunday
(Journeyperson)	Hourly	and		Holiday		Payments		Hourly			and
	Rate	Welfare						Rate	$1 1/2X^d$	$1 1/2X^d$	Holiday
Mechanic	\$60.39	13.575	14.21	3.62	0.60	0.30	8	92.695	122.890	122.890	153.085 <sup>b</sup>
Mechanic (Employed in											
industry more than 5 years)	60.39	13.575	14.21	4.83	0.60	0.30	8	93.905	124.100	124.100	154.295 <sup>b</sup>
_											
Helper <sup>c</sup>	42.27	13.575	14.21	2.54	0.60	0.30	8	73.495	94.630	94.630	115.765 <sup>b</sup>
Helper (Employed in											ſ.
industry more than 5 years)	42.27	13.575	14.21	3.38	0.60	0.30	8	74.335	95.470	95.470	116.605°

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Office of the Director - Research Unit.

<sup>&</sup>lt;sup>b</sup> For paid holidays recognized in the collective bargaining agreement employees are paid for 8 hours at straight time in addition to the Holiday rate for all hours worked.

<sup>&</sup>lt;sup>c</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers contact the Office of the Director - Research Unit.

<sup>&</sup>lt;sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>&</sup>lt;sup>e</sup> Includes an amount for Annuity Trust Fund.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)

**DETERMINATION:** NC-23-63-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Employer Payments					Straight-Time			Overtime Hourly Rate			
Classification	Basic		Health	Pension	Vacation	Training	Other	Hours <sup>f</sup>	Total		Daily/		Sunday and		
(Journeyperson)	Hourly		and		and		Payments		Hourly		Saturday <sup>d</sup>		Holiday		
	Rate		Welfare		Holiday				Rate		1 1/2X		2X		
Classification Group <sup>a</sup>															
	Area 1 <sup>b</sup>	Area 2°							Area 1 <sup>b</sup>	Area 2c	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2°	
Group 1	\$39.85	\$41.85	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.30	\$70.30	\$88.23	\$91.23	\$108.15	\$112.15	
Group 2	\$38.32	\$40.32	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.77	\$68.77	\$85.93	\$88.93	\$105.09	\$109.09	
Group 3	\$36.84	\$38.84	\$13.03	\$10.15	\$3,86	\$0.67	\$0.74	8	\$65.29	\$67.29	\$83.71	\$86.71	\$102.13	\$106.13	
Group 4	\$35.46	\$37.46	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.91	\$65.91	\$81.64	\$84,64	\$99,37	\$103.37	
Group 5	\$34.19	\$36.19	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.64	\$64.64	\$79.74	\$82.74	\$96,83	\$100.83	
Group 6	\$32.87	\$34.87	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.32	\$63.32	\$77.76	\$80.76	\$94.19	\$98.19	
Group 7	\$31.73	\$33.73	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.18	\$62.18	\$76.05	\$79.05	\$91.91	\$95.91	
Group 8	\$30.59	\$32.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.04	\$61.04	\$74.34	\$77.34	\$89.63	\$93.63	
Group 8-A	\$28.38	\$30.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$56,83	\$58.83	\$71.02	\$74.02	\$85.21	\$89.21	
Group 1-A	\$40.73	\$42.73	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$69.18	\$71.18	\$89.55	\$92,55	\$109.91	\$113.91	
Truck Crane Assistant to Engineer	\$33.76	\$35.76	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.21	\$64.21	\$79.09	\$82.09	\$95.97	\$99.97	
Assistant to Engineer	\$31.47	\$33.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.92	\$61.92	\$75.66	\$78.66	\$91.39	\$95.39	
Group 2-A	\$38.97	\$40.97	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.42	\$69.42	\$86.91	\$89.91	\$106.39	\$110.39	
Truck Crane Assistant to Engineer	\$33.50	\$35.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.95	\$63.95	\$78.70	\$81.70	\$95.45	\$99.45	
Assistant to Engineer	\$31.26	\$33,26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.71	\$61.71	\$75.34	\$78.34	\$90,97	\$94.97	
Group 3-A	\$37.23	\$39.23	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.68	\$67.68	\$84.30	\$87.30	\$102.91	\$106.91	
Truck Crane Assistant to Engineer	\$33.26	\$35,26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.71	\$63.71	\$78.34	\$81.34	\$94.97	\$98.97	
Hydraulic	\$32.87	\$34.87	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.32	\$63.32	\$77.76	\$80.76	\$94.19	\$98.19	
Assistant to Engineer	\$30.98	\$32.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.43	\$61.43	\$74.92	\$77.92	\$90.41	\$94.41	
Group 4-A	\$34.19	\$36.19	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.64	\$64.64	\$79.74	\$82.74	\$96.83	\$100,83	

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 39A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: in accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see pages 39B-40.

b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>&</sup>lt;sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

e includes an amount for supplemental dues.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

#### DETERMINATION: NC-23-63-1-2015-1

#### CLASSIFICATIONS

**GROUP 1** 

Drill Equipment, over 200,000 lbs Operator of Helicopter (when used in erection work)
Hydraulic Excavator 7 cu yds and over Power Shovels, over 7 cu vds

GROUP 2 Highline Cableway Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds Licensed Construction Work Boat Operator, On Site Microtunneling Machine Power Blade Operator (finish)

Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

GROUP 3

Asphalt Milling Machine Cable Backhoe
Combination Backhoe and Loader over % cu vds Continuous Flight Tie Back Machine Crane Mounted Continuous Flight Tie Back Machine,

tonnage to apply
Crane Mounted Drill Attachments, Tonnage to apply

Dozer, Slope Board

Drill Equipment, over 100,000 lbs up to and including 200,000 lbs

Gradall

Hydraulic Excavator up to 3 1/2 cu yds

Loader 4 cu yds and over

Long Reach Excavator
Multiple Engine Scrapers (when used as push pull)
Power Shovels, up to and including 1 cu yd

Pre-Stress Wire Wrapping machine Side Boom Cat. 572 or larger

Track Loader 4 cu vds and over

Wheel Excavator (up to and including 750 cu yds per hour)

GROUP 4
Asphalt Plant Engineer/Boxman

Chicago Boom

Combination Backhoe and Loader up to and including ¾ cu yds

Concrete Batch Plants (wet or dry) Dozer and/or Push Cat

Drill Equipment, over 50,000 lbs up to and

including 100,000 lbs

Pull-Type Elevating Loader
Gradesetter, Grade Checker (GPS, mechanical or otherwise)

Grooving and Grinding Machine

Heading Shield Operator

Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or

Heavy Duty Repairman and/or Welder

Lime Spreader Loader under 4 cu vds

Lubrication and Service Engineer (mobile and grease rack) Mechanical Finishers or Spreader Machine (asphalt, Barber-

Greene and similar)
Miller Formless M-9000 Slope Paver or similar

Portable Crushing and Screening plants

Power Blade Support

Roller Operator, Asphalt

Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc) Rubber-Tired Earthmoving Equipment (Scrapers)

Slip Form Paver (concrete)

Small Tractor with Drag Soil Stabilizer (P&H or equal)

Spider Plow and Spider Puller

Timber Skidder

Track Loader up to 4 yards

Tractor Drawn Scraper

Tractor, Compressor Drill Combination Tubex Pile Rig

Unlicensed Construction Work Boat Operator, On Site Welder

Woods-Mixer (and other similar Pugmill equipment)

**GROUP 5** 

Cast-In Place Pipe Laying Machine Combination Slusher and Motor Operator Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted

Equipment wounted
Concrete Conveyor, Building Site
Concrete Pump or Pumpcrete Guns
Drilling Equipment, Watson 2000, Texoma 700 or similar Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers)

Concrete Mixers/all

Man and/or Material Hoist

Mechanical Finishers (concrete) (Clary, Johnson, Bidwell

Bridge Deck or similar types)
Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt

Mine or Shaft Hoist

Portable Crushers
Power Jumbo Operator (setting slip-forms, etc., in tunnels)

Screedman (automatic or manual)

Self Propelled Compactor with Dozer Tractor with boom, D6 or smaller

Trenching Machine, maximum digging capacity over 5 ft. depth

Vermeer T-600B Rock Cutter or similar

GROUP 6
Armor-Coater (or similar)

Ballast Jack Tamper

Boom-Type Backfilling Machine

Asst. Plant Engineer Bridge and/or Gantry Crane

Chemical Grouting Machine, truck mounted

Chip Spreading Machine Operator Concrete Barrier Moving Machine

Concrete Saws (self-propelled unit on streets, highways,

airports, and canals)

Deck Engineer

Drill Doctor

Drill Equipment, over 25,000 lbs up to and

including 50,000 lbs

Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.

Helicopter Radioman

Hydro-Hammer or similar

Line Master

Skidsteer Loader, Bobcat larger than 743 series or similar

(with attachments)

Locomotive

Rotating Extendable Forklift, Lull Hi-Lift or similar

Assistant to Engineer, Truck Mounted Equipment Pavement Breaker, Truck Mounted, with compressor

combination
Paving Fabric Installation and/or Laying Machine

Pipe Bending Machine (pipelines only)

Pipe Wrapping Machine (Tractor propelled and supported)

Screedman, (except asphaltic concrete paving) Self-Loading Chipper

Self Propelled Pipeline Wrapping Machine

Tractor

GROUP 7

Ballast Regulator

Cary Lift or similar

Combination Slurry Mixer and/or Cleaner Coolant/Slurry Tanker Operator

(hooked to Grooving/Grinding Machine)

Drilling Equipment, 20 ft and under m.r.c.

Drill Equipment, over 1,000 lbs up to and including 25,000 lbs

Fireman Hot Plant

Grouting Machine Operator Highline Cableway Signalman Stationary Belt Loader (Kolman or similar)

Lift Slab Machine (Vagtborg and similar types)

Maginnes Internal Full Slab Vibrator

Material Hoist (1 Drum) Mechanical Trench Shield

Partsman (heavy duty repair shop parts room)

Pavement Breaker with or without Compressor Combination

Pipe Cleaning Machine (tractor propelled and supported)

Post Driver

Roller (except Asphalt), Chip Seal

Self Propelled Automatically Applied Concrete
Curing Machine (on streets, highways, airports

Self Propelled Compactor (without dozer)

Signalman

Slip-Form Pumps (lifting device for concrete forms)

Super Sucker Vacuum Truck

Tie Spacer

Trenching Machine (maximum digging capacity up) to and including 5 ft depth

Truck-Mounted Rotating Telescopic Boom Type

Lifting Device, Manitex or similar

(Boom Truck) - Under 15 tons Truck Type Loader

**GROUP 8** 

Bit Sharpener Boiler Tender

Box Operator Brakeman

Combination Mixer and Compressor

(shotcrete/gunite)

Compressor Operator

Deckhand

Fireman Generators

Gunite/Shotcrete Equipment Operator

Heavy Duty Repairman Helper Hydraulic Monitor

Ken Seal Machine (or similar)

Mast Type Forklift

Mixermobile Assistant to Engineer

Pump Operator

Refrigerator Plant

Reservoir-Debris Tug (Self-Propelled Floating)
Ross Carrier (Construction site)

Rotomist Operator

Self Propelled Tape Machine Shuttlecar

Self Propelled Power Sweeper Operator

(Includes Vacuum Sweeper) Slusher Operator

Surface Heater Switchman

Tar Pot Fireman

Tugger Hoist, Single Drum

Vacuum Cooling Plant Welding Machine (powered other than by electricity)

39B

### DETERMINATION: NC-23-63-1-2015-1

GROUP 8-A Articulated Dump Truck Operator Elevator Operator Mini Excavator under 25 H.P. (Backhoe-Trencher) Skidsteer Loader, Bobcat 743 series or Smaller and similar (without attachments)

GROUP 1-A
Clamshells and Draglines over 7 cu yds Cranes over 100 tons Derrick, over 100 tons Derrick Barge Pedestal mounted over 100 tons Self Propelled Boom Type Lifting Device Over 100 tons

GROUP 2-A
Clamshells and Draglines over 1 cu yds up to and including 7 cu yds
Cranes over 45 tons up to and including 100 tons Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Mobile Self-Eracting Tower Crane (Potain) over 3 stories
Self Propelled Boom Type Lifting Device over 45 tons
Tower Cranes

# GROUP 3-A

Clamshells and Draglines up to and including 1 cu yd Cranes 45 tons and under Mobile Self-Erecting Tower Crane (Potain), 3 stories and under
Self Propelled Boom Type Lifting Device 45 tons
and under

# GROUP 4-A

GROUP 4-A
Boom Truck or dual-purpose A-Frame Truck,
Non-Rotating over 15 tons.

Truck Mounted Rotating Telescopic Boom
Type Lifting Device, Manitex or similar
(Boom Truck -over 15 tons)

Truck-Mounted Rotating Telescopic Boom Type
Lifting Device, Munitex or Similar (Boom Truck),
Lifting Telescopic Munitex or Similar (Boom Truck),
Lifting Telescopic Munitex or Similar (Boom Truck), under 15 tons

#### **DESCRIPTION FOR AREAS 1 AND 2:**

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E, Thence Southerly to the Southwest corner of Township 20S, Range 6E, Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E Thence Easterly to the Northwest corner of Township 22S, Range 9E, Thence Southerly to the Southwest corner of Township 22S, Range 9E Thence Easterly to the Northwest corner of Township 23S, Range 10E. Thence Southerly to the Southwest corner of Township 24S, Range 10F Thence Easterly to the Southwest corner of Township 24S, Range 31E, Thence Northerly to the Northeast corner of Township 20S, Range 31E Thence Westerly to the Southeast corner of Township 19S, Range 29E, Thence Northerly to the Northeast corner of Township 17S, Range 29E, Thence Westerly to the Southeast corner of Township 16S, Range 28E, Thence Northerly to the Northeast corner of Township 13S, Range 28E, Thence Westerly to the Southeast corner Township 12S, Range 27E, Thence Northerly to the Northeast corner of Township 12S, Range 27F Thence Westerly to the Southeast corner of Township 11S, Range 26E, Thence Northerly to the Northeast comer of Township 11S, Range 26E, Thence Westerly to the Southeast corner of Township 10S, Range 25E, Thence Northerly to the Northeast comer of Township 9S, Range 25E, Thence Westerly to the Southeast corner of Township 8S, Range 24E, Thence Northerly to the Northeast corner of Township 8S, Range 24E, Thence Westerly to the Southeast corner of Township 7S, Range 23E, Thence Northerly to the Northeast corner of Township 6S, Range 23E, Thence Westerly to the Southeast corner of Township 5S. Range 20F. Thence Northerly to the Northeast corner of Township 5S, Range 20E, Thence Westerly to the Southeast corner of Township 4S, Range 19E, Thence Northerly to the Northeast corner of Township 1S, Range 19E, Thence Westerly to the Southeast corner of Township 1N, Range 18E, Thence Northerly to the Northeast corner of Township 3N, Range 18E, Thence Westerly to the Southeast corner of Township 4N, Range 17E. Thence Northerly to the Northeast corner of Township 4N, Range 17F Thence Westerly to the Southeast comer of Township 5N, Range 15E, Thence Northerly to the Northeast corner of Township 5N, Range 15E, Thence Westerly to the Southeast corner of Township 6N, Range 14E, Thence Northerly to the Northeast corner of Township 10N, Range 14E, Thence Easterly along the Southern line of Township 11N, to the

Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,

California / Nevada State Border,

Thence Westerly to the Southeast corner of Township 18N, Range 10E, Thence Northerly to the Northeast corner of Township 20N, Range 10E, Thence Westerly to the Southeast corner of Township 21N, Range 9E, Thence Northerly to the Northeast corner of Township 21N, Range 9E, Thence Westerly to the Southeast corner of Township 22N, Range 8E, Thence Northerly to the Northeast corner of Township 22N, Range 8E, Thence Westerly to the Northwest corner of Township 22N, Range 8E, Thence Northerly to the Southwest corner of Township 27N, Range 8E, Thence Easterly to the Southeast corner of Township 27N, Range 8E, Thence Northerly to the Northeast corner of Township 28N, Range 8E, Thence Westerly to the Southeast corner of Township 29N, Range 6E, Thence Northerly to the Northeast corner of Township 32N, Range 6E, Thence Westerly to the Northwest corner of Township 32 N, Range 6E, Thence Northerly to the Northeast corner of Township 35N, Range 5E, Thence Westerly to the Southeast corner of Township 36N, Range 3E, Thence Northerly to the Northeast corner of township 36N. Range 3F. Thence Westerly to the Southeast corner of Township 37N, Range 1W, Thence Northerly to the Northeast comer of Township 38N, Range 1W, Thence Westerly to the Southeast corner of Township 39N, Range 2W, Thence Northerly to the Northeast corner of Township 40N, Range 2W, Thence Westerly to the Southeast corner of Township 41N, Range 4W, Thence Northerly to the Northeast corner of Township 42N, Range 4W, Thence Westerly to the Southeast corner of Township 43N, Range 5W. Thence Northerly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,

Thence Southerly to the Southwest corner of Township 43N, Range 8W Thence Easterly to the Southeast corner of Township 43N, Range 8W, Thence Southerly to the Southwest corner of Township 42N, Range 7W, Thence Easterly to the Southeast corner of Township 42N, Range 7W, Thence Southerly to the Southwest corner of Township 41N, Range 6W, Thence Easterly to the Northwest corner of Township 40N, Range 5W, Thence Southerly to the Southwest corner of Township 38N, Range 5W, Thence Westerly to the Northwest corner of Township 37N, Range 6W, Thence Southerly to the Southwest corner of Township 35N, Range 6W. Thence Westerly to the Northwest corner of Township 34N, Range 10W, Thence Southerly to the Southwest corner of Township 31N, Range 10W. Thence Easterly to the Northwest corner of Township 30N, Range 9W, Thence Southerly to the Southwest corner of Township 30N, Range 9W, Thence Easterly to the Northwest corner of Township 29N, Range 8W, Thence Southerly to the Southwest corner of Township 23N, Range 8W, Thence Easterly to the Northwest corner of Township 22N, Range 6W. Thence Southerly to the Southwest corner of Township 16N, Range 6W Thence Westerly to the Southeast corner of Township 16N, Range 9W, Thence Northerly to the Northeast corner of Township 16N, Range 9W, Thence Westerly to the Southeast, comer of Township 17N, Range 12W, Thence Northerly to the Northeast comer of Township 18N, Range 12W, Thence Westerly to the Northwest corner of Township 18N, Range 15W, Thence Southerly to the Southwest corner of Township 14N, Range 15W, Thence Easterly to the Northwest corner of Township 13N, Range 14W, Thence Southerly to the Southwest corner of Township 13N, Range 14W, Thence Easterly to the Northwest corner of Township 12N, Range 13W. Thence Southerly to the Southwest corner of Township 12N. Range 13W. Thence Easterly to the Northwest corner of Township 11N, Range 12W, Thence Southerly into the Pacific Ocean

and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line.

Thence Easterly to the Northwest corner of Township 1S, Range 2E, Thence Southerly to the Southwest corner of Township 2S, Range 2E, Thence Easterly to the Northwest corner of Township 3S, Range 3E, Thence Easterly to the Southwest corner of Township 5S, Range 3E, Thence Easterly to the Southeast corner of Township 5S, Range 4E, Thence Northerly to the Northeast corner of Township 4S, Range 4E, Thence Westerly to the Southeast corner of Township 3S, Range 3E, Thence Northerly to the Northeast corner of Township 5N, Range 3E, Thence Easterly to the Southeast corner of Township 7N, Range 5E, Thence Northerly to the Northeast corner of Township 7N, Range 5E, Thence Westerly to the Southeast corner of Township 8N, Range 3E, Thence Westerly to the Northeast corner of Township 10N, Range 3E, Thence Westerly to the Southeast corner of Township 10N, Range 1E, Thence Westerly to the Northeast corner of Township 13N, Range 1E, Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the

excluding that portion of Northern California contained within the following lines:

Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,

Thence Easterly to the Southeast comer of Township 12N, Range 16E, Thence Northerly to the Northeast corner of Township 12N, Range 16E, Thence Westerly to the Southeast corner of Township 13N, Range 15E, Thence Northerly to the Northeast corner of Township 13N, Range 15E, Thence Westerly to the Southeast corner of Township 14N, Range 14E, Thence Northerly to the Northeast corner of Township 16N, Range 14E, Thence Westerly to the Northwest corner of Township 16N, Range 12E, Thence Southerly to the Southwest corner of Township 15N, Range 11E, Thence Westerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-1

ESUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must

be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			_	Employer Payments					Straight-Tim	ne		Overtime I	Hourly Rate	
Classification (Journeyperson)	Ho		Health and	Pension	Vacation and	Training	Other Payments	Hours	Но	otal urly	Satu	illy/ rday <sup>d</sup>	Hoi	ay and iday
	Ra	ate	Welfare		Holiday				Ra	ate	1 1	/2X	2	X
Classification Group <sup>a</sup>	h								h		6		b	
	Area 1 <sup>b</sup>	Area 2°							Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°
Group 1	\$44.18	\$46,18	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$72.63	\$74.63	\$94.72	\$97.72	\$116.81	\$120.81
Group 2	\$42.45	\$44.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.90	\$72.90	\$92.13	\$95.13	\$113.35	\$117.35
Group 3	\$40.79	\$42.79	\$13.03	\$10.15	\$3,86	\$0.67	\$0.74	8	\$69.24	\$71.24	\$89.64	\$92.64	\$110.03	\$114.03
Group 4	\$39.23	\$41.23	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.68	\$69.68	\$87.30	\$90.30	\$106.91	\$110.91
Group 5	\$37.81	\$39.81	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.26	\$68.26	\$85.17	\$88.17	\$104.07	\$108.07
Group 6	\$36.31	\$38.31	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.76	\$66.76	\$82.92	\$85.92	\$101.07	\$105.07
Group 7	\$35.03	\$37.03	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.48	\$65.48	\$81.00	\$84.00	\$98.51	\$102.51
Group 8	\$33.76	\$35.76	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62,21	\$64.21	\$79.09	\$82.09	\$95.97	\$99.97
Group 8-A	\$31,25	\$33.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.70	\$61.70	\$75.33	\$78.33	\$90.95	\$94,95
Group 1-A	\$45.16	\$47.16	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$73.61	\$75.61	\$96.19	\$99.19	\$118.77	\$122.77
Truck Crane Assistant to Engineer	\$37.33	\$39.33	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.78	\$67.78	\$84.45	\$87.45	\$103.11	\$107.11
Assistant to Engineer	\$34.74	\$36,74	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.19	\$65.19	\$80.56	\$83.56	\$97.93	\$101.93
Group 2-A	\$43,17	\$45.17	\$13.03	\$10.15	\$3.86	\$0,67	\$0.74	8	\$71.62	\$73.62	\$93.21	\$96.21	\$114.79	\$118.79
Truck Crane Assistant to Engineer	\$37.04	\$39.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65,49	\$67.49	\$84.01	\$87.01	\$102,53	\$106.53
Assistant to Engineer	\$34.51	\$36.51	\$13.03	\$10.15	\$3,86	\$0.67	\$0.74	8	\$62.96	\$64.96	\$80.22	\$83.22	\$97.47	\$101.47
Group 3-A	\$41.21	\$43.21	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$69.66	\$71,66	\$90.27	\$93,27	\$110.87	\$114.87
Truck Crane Assistant to Engineer	\$36.77	\$38.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.22	\$67,22	\$83.61	\$86,61	\$101.99	\$105.99
Hydraulic	\$36,31	\$38,31	\$13.03	\$10.15	\$3,86	\$0,67	\$0.74	8	\$64.76	\$66,76	\$82.92	\$85.92	\$101.07	\$105.07
Assistant to Engineer	\$34,20	\$36,20	\$13.03	\$10,15	\$3.86	\$0.67	\$0.74	8	\$62,65	\$64.65	\$79.75	\$82.75	\$96.85	\$100.85
Group 4-A	\$37.81	\$39.81	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.26	\$68.26	\$85.17	\$88.17	\$104.07	\$108.07

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable bargained rate, the holidays upon which the grevaling rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see pages 39B-40.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquín, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino,

Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41). Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

Includes an amount for supplemental dues.

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2015-1A

ESUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director -- Research Unit for specific rates at (415)

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Employer Payments					Straight-Tim	<u>e</u>		Overtime I	Hourly Rate	
Classification (Journeyperson)		sic urly	Health and	Pension	Vacation and	Training	Other Payments	Hours		tal urly		illy/ rday <sup>d</sup>		ay and iday
(- · · · · · )	Ra	-	Welfare		Holiday <sup>e</sup>		•		Ra	ate	11	/2X	2	х
Classification Group <sup>a</sup>														
·	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>							Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2c	Area 1 <sup>b</sup>	Area 2°
Group 1	\$38.43	\$40.43	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.88	\$68.88	\$86.10	\$89.10	\$105.31	\$109.31
Group 2	\$36.98	\$38.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.43	\$67.43	\$83.92	\$86.92	\$102.41	\$106.41
Group 3	\$35.58	\$37.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.03	\$66.03	\$81.82	\$84.82	\$99.61	\$103.61
Group 4	\$34.25	\$36.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.70	\$64.70	\$79.83	\$82.83	\$96.95	\$100.95
Group 5	\$33.04	\$35.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.49	\$63.49	\$78.01	\$81.01	\$94.53	\$98.53
Group 6	\$31.77	\$33.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.22	\$62,22	\$76.11	\$79.11	\$91.99	\$95.99
Group 7	\$30.68	\$32.68	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.13	\$61.13	\$74.47	\$77.47	\$89.81	\$93.81
Group 8	\$29.60	\$31.60	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.05	\$60,05	\$72.85	\$75.85	\$87.65	\$91.65
Group 8-A	\$27.48	\$29.48	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$55.93	\$57.93	\$69.67	\$72.67	\$83.41	\$87.41
Group 1-A	\$39.28	\$41.28	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.73	\$69.73	\$87.37	\$90.37	\$107.01	\$111.01
Truck Crane Assistant to Engineer	\$32.62	\$34.62	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.07	\$63.07	\$77.38	\$80.38	\$93,69	\$97.69
Assistant to Engineer	\$30.45	\$32.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.90	\$60.90	\$74.13	\$77.13	\$89.35	\$93.35
Group 2-A	\$37.59	\$39.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.04	\$68.04	\$84.84	\$87.84	\$103.63	\$107.63
Truck Crane Assistant to Engineer	\$32.38	\$34.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.83	\$62.83	\$77.02	\$80.02	\$93.21	\$97.21
Assistant to Engineer	\$30.23	\$32.23	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.68	\$60.68	\$73.80	\$76,80	\$88.91	\$92.91
Group 3-A	\$35.95	\$37.95	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.40	\$66.40	\$82.38	\$85.38	\$100.35	\$104.35
Truck Crane Assistant to Engineer	\$32.14	\$34.14	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.59	\$62.59	\$76.66	\$79.66	\$92.73	\$96.73
Hydraulic	\$31.77	\$33.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.22	\$62.22	\$76.11	\$79.11	\$91.99	\$95.99
Assistant to Engineer	\$29.98	\$31.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.43	\$60.43	\$73.42	\$76.42	\$88.41	\$92.41
Group 4-A	\$33.04	\$35.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.49	\$63.49	\$78.01	\$81.01	\$94.53	\$98.53

<sup>#</sup> indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 40C.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the PRECONNELD ATS. Onlicitary's upon which are general prevaining nounty wage trate for molicitary works state to the prevailing rate in the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

For classifications within each group, see pages 39B-40.

b AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties.

c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino,

Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41). d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>&</sup>quot; Includes an amount for supplemental dues.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work. for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-1A

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			_	Emr	olover Paym	nents	_		Straight-Tim	<u>e</u>		Overtime I	lourly Rate	
Classification (Journeyperson)	Но	sic urly ate	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Но	tal urly ate	Da Satu 1 1	•		ay and iday X
Classification Group <sup>a</sup>												_		_
	Area 1 <sup>b</sup>	Area 2°							Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°
Group 1	\$42.58	\$44.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.03	\$73.03	\$92.32	\$95.32	\$113.61	\$117.61
Group 2	\$40.94	\$42.94	\$13.03	\$10.15	\$3,86	\$0.67	\$0.74	8	\$69,39	\$71.39	\$89.86	\$92.86	\$110.33	\$114.33
Group 3	\$39.38	\$41.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.83	\$69.83	\$87.52	\$90.52	\$107.21	\$111.21
Group 4	\$37.86	\$39,86	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.31	\$68.31	\$85.24	\$88.24	\$104.17	\$108.17
Group 5	\$36.51	\$38.51	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.96	\$66.96	\$83.22	\$86.22	\$101.47	\$105.47
Group 6	\$35.07	\$37.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.52	\$65.52	\$81.06	\$84.06	\$98.59	\$102.59
Group 7	\$33,86	\$35,86	\$13.03	\$10,15	\$3.86	\$0.67	\$0.74	8	\$62.31	\$64.31	\$79.24	\$82.24	\$96.17	\$100.17
Group 8	\$32.65	\$34.65	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61,10	\$63.10	\$77.43	\$80.43	\$93.75	\$97.75
Group 8-A	\$30.26	\$32.26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.71	\$60.71	\$73.84	\$76.84	\$88.97	\$92.97
Group 1-A	\$43.54	\$45.54	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.99	\$73.99	\$93.76	\$96.76	\$115.53	\$119.53
Truck Crane Assistant to Engineer	\$36.05	\$38.05	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.50	\$66.50	\$82.53	\$85.53	\$100.55	\$104.55
Assistant to Engineer	\$33.59	\$35.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.04	\$64.04	\$78.84	\$81.84	\$95.63	\$99.63
Group 2-A	\$41.63	\$43.63	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.08	\$72.08	\$90.90	\$93,90	\$111.71	\$115.71
Truck Crane Assistant to Engineer	\$35.78	\$37.78	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.23	\$66.23	\$82.12	\$85.12	\$100.01	\$104.01
Assistant to Engineer	\$33,35	\$35.35	\$13,03	\$10.15	\$3,86	\$0.67	\$0.74	8	\$61.80	\$63.80	\$78.48	\$81.48	\$95.15	\$99.15
Group 3-A	\$39.77	\$41.77	\$13,03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.22	\$70.22	\$88.11	\$91.11	\$107.99	\$111.99
Truck Crane Assistant to Engineer	\$35.51	\$37.51	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63,96	\$65.96	\$81.72	\$84.72	\$99.47	\$103.47
Hydraulic	\$35.07	\$37.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.52	\$65.52	\$81.06	\$84.06	\$98.59	\$102.59
Assistant to Engineer	\$33.07	\$35.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.52	\$63.52	\$78.06	\$81.06	\$94.59	\$98.59
Group 4-A	\$36.51	\$38.51	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.96	\$66.96	\$83.22	\$86.22	\$101.47	\$105.47

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

website at http://www.dir.ca.gov/das/das.html.

a For classifications within each group, see pages 39B-40.

AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare. Tuolumne and Trinity counties.

c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>\*</sup> Includes an amount for supplemental dues.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>6</sup>

**DETERMINATION:** NC-23-63-1-2015-1D

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Em	ployer Payme	ents		Straigh	nt-Time		overtime Hourly	Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours <sup>e</sup>	Total Hourly	Daily <sup>b</sup>	Saturday <sup>a&amp;b</sup>	Sunday and Holiday
	Rate	Welfare		Holiday <sup>d</sup>				Rate	1 1/2X	1 1/2X	2X
Group 1	\$41.70	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.15	\$91.00	\$91.00	\$111.85
Truck Crane Assistant to Engineer	\$34.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.83	\$80.02	\$80.02	\$97.21
Assistant to Engineer	\$32.15	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.60	\$76.68	\$76.68	\$92.75
Group 2	\$39.93	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.38	\$88.35	\$88.35	\$108.31
Truck Crane Assistant to Engineer	\$34.16	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.61	\$79.69	\$79.69	\$96.77
Assistant to Engineer	\$31.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.33	\$76.27	\$76.27	\$92,21
Group 3	\$38.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.90	\$86.13	\$86.13	\$105.35
Truck Crane Assistant to Engineer	\$33.89	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.34	\$79.29	\$79.29	\$96.23
Hydraulic	\$33.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.95	\$78.70	\$78.70	\$95.45
Assistant to Engineer	\$31.66	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.11	\$75.94	\$75.94	\$91.77
Group 4	\$36.43	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.88	\$83.10	\$83,10	\$101.31
Group 5	\$35.13	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.58	\$81.15	\$81.15	\$98.71

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

- Apprenticeship Standards website at http://www.dir.ca.gov/das/das.ntml.

  Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.
- b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.
- <sup>c</sup> For Building Construction, see page 40B
- d Includes an amount for supplemental dues
- When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

# GROUP 1

Cranes over 100 tons Derrick over 100 tons

Self Propelled Boom Type Lifting Device over 100 tons

#### GROUP 2

Cranes over 45 tons up to and including 100 tons
Derrick, 100 tons and under
Self Propelled Boom Type Lifting Device, over 45 tons
Tower Crane

#### GROUP 3

Cranes, 45 tons and under Self Propelled Boom Type Lifting Device, 45 tons and under

#### **GROUP 4**

Chicago Boom Forklift, 10 tons and over Heavy Duty Repairman/Welder

### **GROUP 5**

Boom Cat

NOTE: For Special Single and Second Shift rates, please see page 45A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)° (SPECIAL SINGLE AND SECOND SHIFT)

**DETERMINATION: NC-23-63-1-2015-1D** 

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Em	ployer Paym	-	Straigl	nt-Time	0	vertime Hourly	Rate	
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Dailyb	Saturday <sup>a&amp;b</sup>	Sunday and Holiday
	Rate	Welfare		Holiday⁴				Rate	1 1/2X	1 1/2X	2X
Group 1	\$46.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$74.70	\$97.83	\$97.83	\$120.95
Truck Crane Assistant to Engineer	\$38.02	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.47	\$85.48	\$85.48	\$104.49
Assistant to Engineer	\$35.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.95	\$81.70	\$81.70	\$99.45
Group 2	\$44.27	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	. 8	\$72.72	\$94.86	\$94.86	\$116.99
Truck Crane Assistant to Engineer	\$37.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66,22	\$85.11	\$85.11	\$103.99
Assistant to Engineer	\$35.22	\$13.03	\$10.15	\$3,86	\$0.67	\$0.74	8	\$63.67	\$81.28	\$81.28	\$98.89
Group 3	\$42.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.04	\$92.34	\$92.34	\$113.63
Truck Crane Assistant to Engineer	\$37.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.92	\$84.66	\$84.66	\$103.39
Hydraulic	\$37.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.49	\$84.01	\$84.01	\$102.53
Assistant to Engineer	\$34.96	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.41	\$80.89	\$80.89	\$98.37
Group 4	\$40.33	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.78	\$88.95	\$88.95	\$109.11
Group 5	\$38.86	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.31	\$86.74	\$86.74	\$106.17

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

- a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.
- <sup>b</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.
- <sup>c</sup> For Building Construction, see page 40B
- d Includes an amount for supplemental dues.

### GROUP 1

Cranes over 100 tons Derrick over 100 tons Self Propelled Boom Type Lifting Device over 100 tons

GROUP 2
Cranes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propelled Boom Type Lifting Device, over 45 tons Tower Crane

#### **GROUP 3**

Cranes, 45 tons and under Self Propelled Boom Type Lifting Device, 45 tons and under

#### GROUP 4 Chicago Boom

Forklift, 10 tons and over Heavy Duty Repairman/Welder

# **GROUP 5**

Boom Cat

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director -- Research Unit at (415) 703-4774.

#### FOR LANDSCAPE CONSTRUCTION PROJECTS

**CRAFT: # OPERATING ENGINEER** 

**DETERMINATION:** NC-63-3-75-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

				E	mployer P	ayments			Straight	-Time			Overtime	Hourly R	late	<del></del>
Classification	Ba	sic	Health F	ension	Vacation	Training	Other	Hou	urs To	otal	Dai	ly	Satur	day <sup>e</sup>	Sunday	and
(Journeyperson)	Ho	urly	and		and		Payment	S	He	ourly					Holid	ay
	Ra	te	Welfare		Holiday <sup>d</sup>				R	ate	1 1/2	2X	1 1/2	2X	2X	
Classification Gro	oup <sup>a</sup>															
	Area 1 <sup>b</sup>	Area 2c							Area 1	b Area 2c	Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
Group I	\$30.23	32.23	13.03	9.69	3.57	0.66	0.88	8	58.06	60.06	73.175	76.175	73.175	76.175	88.29	92.29
Group II	26.63	28.63	13.03	9.69	3.57	0.66	0.88	8	54.46	56.46	67.775	70.775	67.775	70.775	81.09	85.09
Group III	22.02	24.02	13.03	9.69	3.57	0.66	0.88	8	49.85	51.85	60.86	63.86	60.86	63.86	71.87	75.87
Group IV	19.31	21.31	13.03	9.69	3.57	0.66	0.88	8	47.14	49.14	56.795	59.795	56.795	59.795	66.45	70.45

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### CLASSIFICATIONS

#### Group ]

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

#### Group I

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploader

Straw Blowers

Trencher - 35 Horsepower up to 65 Horsepower

### Group III

Landscape Utility Operator Small Rubber-Tired Tractor Trencher - Under 35 Horsepower

#### Group IV

Assistant Landscape Utility Operator

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see below.

b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

<sup>&</sup>lt;sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

<sup>&</sup>lt;sup>d</sup> Includes an amount for Supplemental Dues.

<sup>&</sup>lt;sup>e</sup> Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

# FOR LANDSCAPE CONSTRUCTION PROJECTS

### CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)

**DETERMINATION:** NC-63-3-75-2015-1

ISSUE DATE: February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

				Et	nployer P	ayments		Stra	ight-Tir	<u>ne</u>		Ov	ertime H	ourly Ra	te	
Classification	Ba	sic	Health	Pension	Vacation	Training	Other	Hou	ırs To	tal	Γ	aily	Satu	rdaye	Suno	lay &
(Journeyperson)	Ho	urly	and		and		Payments		Hou	ırly					Hol	iday
	Ra	te	Welfare		Holiday <sup>d</sup>				R	ate	1	1/2X	1 1	/2X	27	ζ.
Classification Gro	up <sup>a</sup>															
	Area 1 <sup>b</sup>	Area 2	С						Area 1 <sup>t</sup>	Area 2°	Area l	Area 2c	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2c
Group I	\$33.64	35.64	13.03	9.69	3.57	0.66	0.88	8	61.47	63.47	78.29	81.29	78.29	81.29	95.11	99.11
Group II	29.59	31.59	13.03	9.69	3.57	0.66	0.88	8	57.42	59.42	72.215	75.215	72.215	75.215	87.01	91.01
Group III	24.40	26.40	13.03	9.69	3.57	0.66	0.88	8	52.23	54.23	64.43	67.43	64.43	67.43	76.63	80.63
Group IV	21.50	23.50	13.03	9.69	3.57	0.66	0.88	8	49.33	51.33	60.08	63.08	60.08	63.08	70.83	74.83

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# **CLASSIFICATIONS**

# Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

#### Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploader

Straw Blowers

Trencher - 35 Horsepower up to 65 Horsepower

### Group III

Landscape Utility Operator Small Rubber-Tired Tractor Trencher - Under 35 Horsepower

# Group IV

Assistant Landscape Utility Operator

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see below.

<sup>&</sup>lt;sup>b</sup> AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

<sup>&</sup>lt;sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

d Includes an amount for Supplemental Dues.

e Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # DREDGER OPERATING ENGINEER

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

**DETERMINATION: NC-63-3-12-2014-1** 

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\*\*. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director — Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Eı	nployer Pa	yments		Stı	aight-Tir	ne		C	vertime I	Hourly Ra	ate	
Classification (Journeyperson	n) H	Basic ourly tate	Health and Welfare	Pension <sup>e</sup>	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours		tal urly te	Dai 1 1/	-	Satur 1 1/2	,	Suno an Holi 22	d day
Classification First Shift		Area 2	c						Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°		Area 2°
Group 1 Group 2 Group 3 Group 4	\$41.02 36.06 34.94 31.64	43.02 38.06 36.94 33.64	13.03 13.03 13.03 13.03	11.66 11.66 11.66 11.66	4.68 4.68 4.68 4.68	0.08 0.08 0.08 0.08	0.23 0.23 0.23 0.23	8 8 8	70.70 65.74 64.62 61.32	72.70 67.74 66.62 63.32	91.210 83.770 82.090 77.140	94.210 86.770 85.090 80.140	91.210 83.770 82.090 77.140	94.210 86.770 85.090 80.140		115.72 105.80 103.56 96.96
Special Single Second Shift		Area 2	c						Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>t</sup>	Area 2°
Group 1 Group 2 Group 3 Group 4	\$45.33 39.75 38.49 34.78	47.33 41.75 40.49 36.78	13.03 13.03 13.03 13.03	11.66 11.66 11.66 11.66	4.68 4.68 4.68 4.68	0.08 0.08 0.08 0.08	0.23 0.23 0.23 0.23	8 8 8	75.01 69.43 68.17 64.46	77.01 71.43 70.17 66.46	97.675 89.305 87.415 81.850	100.675 92.305 90.415 84.850	97.675 89.305 87.415 81.850	,	120.34 109.18 106.66 99.24	124.34 113.18 110.66 103.24

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

g Rate applies to the first 4 daily overtime hours Monday thru Friday and the first 12 hours on Saturday. All other time worked is paid at the Sunday and Holiday overtime rate.

GROUP 1	GROUP 3	GROUP 4
Chief Engineer	Booster Pump Operator	Bargeman
Day Mate (Captain)	Deck Engineer	Deckhand
Leverman/Operator	Deck Mate	Fireman
	Dredge Tender	Leveehand
GROUP 2	Watch Engineer	Oiler
	Welder	
Dredge Dozer	Winch Man	

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see below.

<sup>&</sup>lt;sup>b</sup> AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties.

<sup>&</sup>lt;sup>e</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties (Portions of counties falling in each area detailed on page 41).

<sup>&</sup>lt;sup>d</sup> Includes an amount for Supplemental Dues.

<sup>&</sup>lt;sup>e</sup> Includes an amount for Annuity Trust Fund.

f Saturday in the same workweek may be worked at straight-time if a job is shut down during the normal workweek due to inclement weather.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) h # PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

**DETERMINATION:** NC-23-102-13-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Em	ployer Payme	nts		Straigh	<u>t-Time</u>	<u>Over</u>	time Hourly	Rate
Classification	Basic	Health	Pension <sup>a</sup>	Vacation	Training	Other	Hours	Total	Daily <sup>f</sup>	Saturday of	Sunday
(Journeyperson)	Hourly	and		and		Payments		Hourly			And
	Rate	Welfare e		Holiday <sup>b</sup>				Rate	1 1/2X	1 1/2X	Holiday <sup>g</sup>
TRAFFIC CONTROL AND	RELATED	CLASSIFICA	TIONS								
AREA 1 d											
Traffic Control Person I	28.44	6.84	10.10	2.63	0.41	0.22	8	48.64	62.86	62.86	77.08
Traffic Control Person II	25.94	6.84	10.10	2.63	0.41	0.22	8	46.14	59.11	59.11	72.08
Flag Person	28.14	6.84	10.10	2.63	0.41	0.22	8	48.34	62.41	62.41	76.48
AREA 2 d											
Traffic Control Person I	27.44	6.84	10.10	2.63	0.41	0.22	8 .	47.64	61.36	61.36	75.08
Traffic Control Person II	24.94	6.84	10.10	2.63	0.41	0.22	8	45.14	57.61	57.61	70.08
Flag Person	27.14	6.84	10.10	2.63	0.41	0.22	8	47.34	60.91	60.91	74.48

**DETERMINATION:** NC-23-102-13-2015-1A

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

### STRIPER AND RELATED CLASSIFICATIONS

			Emp	loyer Paymen	ts		Straigh	<u>t-Time</u>	Over	ime Hourly	Rate
Classification	Basic	Health <sup>d</sup>	Pension a	Vacation	Training	Other	Hours	Total	Daily <sup>f</sup>	Saturday 6	f Sunday
(Journeyperson)	Hourly	and		and		Payments		Hourly			and
, , ,	Rate	Welfare		Holiday <sup>b</sup>		-		Rate	1 1/2X	1 1/2X	Holiday <sup>g</sup>
Group 1	31.85	6.84	9.14	2.48	0.39	0.19	8	50.89	66.815	66.815	82.74
Group 2	30.35	6.84	9.14	2.48	0.39	0.19	8	49.39	64.565	64.565	79.74
Group 3	28.60	6.84	9.14	2.48	0.39	0.19	8	47.64	61.94	61.94	76.24
Group 4	26.50	6.84	9.14	2.48	0.39	0.19	8	45.54	58.79	58.79	72.04

Group 1 Traffic Striping Applicator Group 2

Traffic Delineating Device Applicator Traffic Protective System Installer

Group 3 Pot Tender

Traffic Surface Abrasive Blaster

Group 4

Parking Lots, Game Courts & Playground Striping Applicator

Decorative Asphalt Surfacing Laborer

Pavement Markings Applicator Decorative Asphalt Surfacing Applicator

Footnotes are listed on page 44A

Determination: NC-23-102-13-2015-1 and NC-23-102-13-2015-1A

- # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.
- a Includes an amount for the Annuity Trust Fund.
- b Includes an amount for Supplemental Dues
- c Saturdays or scheduled sixth (6<sup>th</sup>) consecutive work day in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.
- d AREA 1 Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.

  AREA 2 Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.
- e Includes an amount for Retiree Health & Welfare
- f One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.
- g Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.
- h The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: LIGHT FIXTURE MAINTENANCE

DETERMINATION: NC-61-X-6-2014-1

ISSUE DATE: February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lake, Lassen, Madera, Marin, Mendocino, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Sutter, Tehama, Trinity, Tulare, Yolo and Yuba counties.

			Employe	r Payments	3	Straig	ght-Time	Overti	me Hourly F	<u>Rate</u>
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily	6 <sup>th</sup> & 7th Workday 1 1/2X	Holiday 2X
	Rate	wenare		попцау			Kate	1 1/2A	1 1/2A	$2\Lambda$
Fixture Washer: Start	\$ 18.58	\$9.25	\$.56	\$.64		8	\$29.03	\$38.600	\$38.600	\$48.170
3-6 Months	20.45	9.25	.61	.71		8	31.02	41.550	41.550	52.080
6 Months or More	21.66	9.25	.65	.75		8	32.31	43.465	43.465	54.620
Serviceman										
0-12 Months	23.79	9.25	.71	.82		8	34.57	46.820	46.820	59.070
12 Months or More	25.19	9.25	.76	.87		8	36.07	49.045	49.045	62.020

<sup>&</sup>lt;sup>a</sup> 3% of the Basic Hourly Rate for the National Employees Benefit Fund which is factored at the applicable overtime multiplier.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>©</sup>

**DETERMINATION:** NC-23-63-1-2015-1D

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments				Straight-Time		Overtime Hourly Ra		Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hourse	Total Hourly	Daily <sup>b</sup>	Saturday <sup>a&amp;b</sup>	Sunday and Holiday
	Rate	Welfare		Holiday <sup>d</sup>				Rate	1 1/2X	1 1/2X	2X
Group 1	\$41.70	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.15	\$91.00	\$91.00	\$111.85
Truck Crane Assistant to Engineer	\$34.38	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62,83	\$80.02	\$80.02	\$97.21
Assistant to Engineer	\$32.15	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.60	\$76.68	\$76.68	\$92.75
Group 2	\$39.93	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.38	\$88.35	\$88.35	\$108.31
Truck Crane Assistant to Engineer	\$34.16	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.61	\$79.69	\$79.69	\$96.77
Assistant to Engineer	\$31.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.33	\$76.27	\$76.27	\$92.21
Group 3	\$38.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.90	\$86.13	\$86.13	\$105.35
Truck Crane Assistant to Engineer	\$33.89	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.34	\$79.29	\$79.29	\$96.23
Hydraulic	\$33.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.95	\$78.70	\$78.70	\$95.45
Assistant to Engineer	\$31.66	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.11	\$75.94	\$75.94	\$91.77
Group 4	\$36.43	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.88	\$83,10	\$83.10	\$101.31
Group 5	\$35.13	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.58	\$81.15	\$81.15	\$98.71

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

#### GROUP 1

Cranes over 100 tons Derrick over 100 tons Self Propelled Boom Type Lifting Device over 100 tons

#### GROUP 2

Cranes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propelled Boom Type Lifting Device, over 45 tons Tower Crane

#### GROUP 3

Cranes, 45 tons and under Self Propelled Boom Type Lifting Device, 45 tons and under

### **GROUP 4**

Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Weider

### **GROUP 5**

Boom Cat

NOTE: For Special Single and Second Shift rates, please see page 45A

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

<sup>°</sup> For Building Construction, see page 40B

d Includes an amount for supplemental dues

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>C</sup> (SPECIAL SINGLE AND SECOND SHIFT)

**DETERMINATION: NC-23-63-1-2015-1D** 

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments					nt-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily <sup>b</sup>	Saturday <sup>a&amp;b</sup>	Sunday and Holiday
	Rate	Welfare		Holiday <sup>d</sup>				Rate	1 1/2X	1 1/2X	2X
Group 1	\$46.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$74.70	\$97.83	\$97.83	\$120.95
Truck Crane Assistant to Engineer	\$38.02	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.47	\$85.48	\$85.48	\$104.49
Assistant to Engineer	\$35.50	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.95	\$81.70	\$81.70	\$99.45
Group 2	\$44.27	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$72.72	\$94.86	\$94.86	\$116.99
Truck Crane Assistant to Engineer	\$37.77	\$13,03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.22	\$85.11	\$85.11	\$103.99
Assistant to Engineer	\$35.22	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.67	\$81.28	\$81.28	\$98.89
Group 3	\$42.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.04	\$92.34	\$92.34	\$113.63
Truck Crane Assistant to Engineer	\$37.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.92	\$84.66	\$84.66	\$103.39
Hydraulic	\$37.04	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.49	\$84.01	\$84.01	\$102.53
Assistant to Engineer	\$34.96	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.41	\$80.89	\$80.89	\$98.37
Group 4	\$40.33	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.78	\$88.95	\$88.95	\$109.11
Group 5	\$38.86	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.31	\$86.74	\$86.74	\$106.17

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

GROUP 1 Cranes over 100 tons Derrick over 100 tons

Self Propelled Boom Type Lifting Device over 100 tons

**GROUP 2** 

Cranes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propelled Boom Type Lifting Device, over 45 tons Tower Crane

GROUP 3 Cranes, 45 tons and under

Self Propelled Boom Type Lifting Device, 45 tons and under

GROUP 4

Chicago Boom Forklift, 10 tons and over

Heavy Duty Repairman/Welder

**GROUP 5** 

Boom Cat

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

<sup>&</sup>lt;sup>c</sup> For Building Construction, see page 40B

d Includes an amount for supplemental dues.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: LIGHT FIXTURE MAINTENANCE

**DETERMINATION**: NC-61-X-6-2014-1

ISSUE DATE: February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lake, Lassen, Madera, Marin, Mendocino, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Sutter, Tehama, Trinity, Tulare, Yolo and Yuba counties.

		******	Employe	er Payments	3	Straig	ght-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension <sup>a</sup>	Vacation and	Training	Hours	Total Hourly	Daily	6 <sup>th</sup> & 7th Workday	Holiday
	Rate	Welfare		Holiday			Rate	1 1/2X	1 1/2X	2X
Fixture Washer: Start	\$ 18.58	\$9.25	\$.56	\$.64		-	\$29.03	\$38.600	\$38.600	\$48.170
3-6 Months	20.45	9.25	.61	.71		8	31.02	41.550	41.550	52.080
6 Months or More	21.66	9.25	.65	.75		8	32.31	43.465	43.465	54.620
Serviceman										
0-12 Months	23.79	9.25	.71	.82		8	34.57	46.820	46.820	59.070
12 Months or More	25.19	9.25	.76	.87		8	36.07	49.045	49.045	62.020

<sup>&</sup>lt;sup>a</sup> 3% of the Basic Hourly Rate for the National Employees Benefit Fund which is factored at the applicable overtime multiplier.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2015-1B

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director -- Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments					nt-Time	Overtime Hourly Rate		y Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily <sup>c</sup> 1 1/2X	Saturday <sup>a</sup>	Sunday and Holiday 2X
				,							
Group 1	\$41.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$69.52	\$90.06	\$90.06	\$110.59
Truck Crane Assistant to Engineer	\$34.09	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.54	\$79.59	\$79.59	\$96.63
Assistant to Engineer	\$31.81	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.26	\$76.17	\$76.17	\$92.07
Group 2	\$39.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$67.70	\$87.33	\$87.33	\$106.95
Truck Crane Assistant to Engineer	\$33.84	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.29	\$79.21	\$79.21	\$96.13
Assistant to Engineer	\$31.54	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.99	\$75.76	\$75.76	\$91.53
Group 3	\$37.57	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.02	\$84.81	\$84.81	\$103.59
Truck Crane Assistant to Engineer	\$33.55	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.00	\$78,78	\$78.78	\$95.55
Assistant to Engineer	\$31.32	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.77	\$75.43	\$75.43	\$91.09
Group 4	\$35.80	\$13.03	\$10.15	\$3,86	\$0.67	\$0.74	8	\$64.25	\$82.15	\$82,15	\$100.05
Group 6	\$33.16	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.61	\$78.19	\$78.19	\$94.77
Group 8	\$30.93	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.38	\$74.85	\$74.85	\$90.31

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

- Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.
- b Includes an amount for supplemental dues.
- <sup>c</sup> Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.
- When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

#### **GROUP 1**

Clamshells Over 7 Cu Yds Derrick Barge Pedestal Mounted Over 100 Tons Self Propelled Boom Type Lifting Device Over 100 Tons Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons **GROUP 2** 

Clamshells Up To And Including 7 Cu Yds Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons Fundex F-12 Hydraulic Pile Rig Self Propelled Boom Type Lifting Device Over 45 Tons
Truck Crane Or Crawler, Land Or Barge Mounted, Over 45 Tons

Up To And Including 100 Tons

Derrick Barge Pedestal Mounted Under 45 Tons Self Propelled Boom Type Lifting Device 45 Tons And Under Shid/Scow Piledriver, Any Tonnage
Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under GROUP 4 Assistant Operator Forklift, 10 Tons And Over

GROUP 6

Heavy Duty Repairman/Welder

Deck Engineer

**GROUP 8** Deckhand Fireman

NOTE: For Special Single and Second Shift rates, please see page 47B.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-1B ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments					nt-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily <sup>c</sup>	Saturday <sup>a</sup>	Suṇday and Holiday
	Rate	Welfare		Holidayb				Rate	1 1/2X	1 1/2X	2X
Group 1	\$45.54	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$73.99	\$96.76	\$96.76	\$119.53
Truck Crane Assistant to Engineer	\$37.69	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.14	\$84.99	\$84.99	\$103,83
Assistant to Engineer	\$35.12	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.57	\$81.13	\$81.13	\$98.69
Group 2	\$43.49	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.94	\$93.69	\$93.69	\$115.43
Truck Crane Assistant to Engineer	\$37.42	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.87	\$84.58	\$84.58	\$103.29
Assistant to Engineer	\$34.82	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.27	\$80.68	\$80.68	\$98.09
Group 3	\$41.61	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.06	\$90.87	\$90.87	\$111.67
Truck Crane Assistant to Engineer	\$37.09	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.54	\$84.09	\$84.09	\$102.63
Assistant to Engineer	\$34.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.03	\$80.32	\$80.32	\$97.61
Group 4	\$39.61	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.06	\$87.87	\$87.87	\$107.67
Group 6	\$36.64	\$13,03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.09	\$83.41	\$83.41	\$101.73
Group 8	\$34.14	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.59	\$79.66	\$79.66	\$96.73

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp.
To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

#### **GROUP 1**

Clamshells Over 7 Cu Yds
Derrick Barge Pedestal Mounted Over 100 Tons
Self Propelled Boom Type Lifting Device Over 100 Tons
Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

## GROUP 2

Clamshells Up To And Including 7 Cu Yds
Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons
Fundex F-12 Hydraulic Pile Rig
Self Propelled Boom Type Lifting Device Over 45 Tons
Truck Crane Or Crawler, Land Or Barge Mounted, Over 45 Tons
Up To And Including 100 Tons

#### **GROUP 3**

Derrick Barge Pedestal Mounted Under 45 Tons Self Propelled Boom Type Lifting Device 45 Tons And Under Shid/Scow Piledriver, Any Tonnage Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under

## GROUP 4

Assistant Operator
Forklift, 10 Tons And Over
Heavy Duty Repairman/Welder

### GROUP 6

Deck Engineer

# GROUP 8

Fireman

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

b Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>c</sup> Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2015-1B1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments					nt-Time	Overtime Hourly Rate		/ Rate
Classification <sup>b</sup> (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours <sup>d</sup>	Total Hourly	Daily	Saturdaya	Sunday and Holiday
	Rate	Welfare		Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$39.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.04	\$87.84	\$87.84	\$107.63
Truck Crane Assistant to Engineer	\$32.94	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.39	\$77.86	\$77.86	\$94.33
Assistant to Engineer	\$30.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.22	\$74.61	\$74.61	\$89.99
Group 2	\$37.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.33	\$85.27	\$85.27	\$104.21
Truck Crane Assistant to Engineer	\$32.71	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.16	\$77.52	\$77.52	\$93.87
Assistant to Engineer	\$30.52	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.97	\$74.23	\$74.23	\$89.49
Group 3	\$36.27	\$13.03	\$10,15	\$3.86	\$0.67	\$0.74	. 8	\$64.72	\$82.86	\$82.86	\$100.99
Truck Crane Assistant to Engineer	\$32.44	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.89	\$77.11	\$77.11	\$93.33
Assistant to Engineer	\$30.29	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.74	\$73.89	\$73.89	\$89.03
Group 4	\$34.57	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.02	\$80.31	\$80.31	\$97.59
Group 6	\$32.07	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.52	\$76.56	\$76.56	\$92.59
Group 8	\$29.93	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$58.38	\$73.35	\$73.35	\$88.31

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp.
To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

- <sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.
- <sup>b</sup> For classifications within each group, see page 47.
- c Includes an amount for supplemental dues.

NOTE: For Special Single and Second Shift rates, please see page 47C.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

d When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-1B1 ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments				Straight-Time		Overtime Hourly Rate		
Classification <sup>b</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holidav <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup>	Sunday and Holiday 2X
Group 1	\$43.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$72.33	\$94.27	\$94.27	\$116.21
Truck Crane Assistant to Engineer	\$36.40	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.85	\$83.05	\$83.05	\$101.25
Assistant to Engineer	\$33.96	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.41	\$79.39	\$79.39	\$96.37
Group 2	\$41.94	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.39	\$91.36	\$91.36	\$112.33
Truck Crane Assistant to Engineer	\$36.15	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.60	\$82.68	\$82.68	\$100.75
Assistant to Engineer	\$33.68	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.13	\$78.97	\$78.97	\$95.81
Group 3	\$40.15	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.60	\$88.68	\$88.68	\$108.75
Truck Crane Assistant to Engineer	\$35.84	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.29	\$82.21	\$82.21	\$100.13
Assistant to Engineer	\$33.41	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.86	\$78.57	\$78.57	\$95.27
Group 4	\$38.22	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.67	\$85.78	\$85.78	\$104.89
Group 6	\$35.41	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.86	\$81.57	\$81.57	\$99.27
Group 8	\$33.02	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.47	\$77.98	\$77.98	\$94.49

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp.
To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>&</sup>lt;sup>b</sup> For classifications within each group, see page 47.

c Includes an amount for supplemental dues.

FOR COMMERCIAL BUILDING HIGHWAY HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2015-1

EXPIRATION DATE (February 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

		Employer Payments				Straight-Ti	me	Overtin			
Classification <sup>a</sup> (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday <sup>b</sup>	Sunday/ Holiday
(Carrier) persons	Rate	Welfare		Holiday		1 11) 11101110		Rate	1 1/2X	1 1/2X	2X
AREA 1°	Raio	VV CITAL C		Honday				Rate	1 1/2/1	1 1/2/	ZA
Construction Specialist	29.09	6.84	10.10	2.63	0.41	0.22	8	49.29	63,835	63,835	78.38
Group 1; Group 1(B) <sup>e</sup>	28.39	6.84	10.10	2,63	0.41	0.22	8	48,59	62.785	62,785	76.98
Group 1 (A)	28.61	6.84	10.10	2,63	0.41	0,22	8	48.81	63.115	63,115	77.42
Group I (C)	28.44	6.84	10.10	2.63	0.41	0.22	8	48.64	62.86	62.86	77.08
Group 1 (E)	28.94	6.84	10.10	2.63	0.41	0.22	8	49.14	63.61	63,61	78.08
Group 1 (F-1)	28.97	6.84	10.10	2.63	0.41	0.22	8	49.17	63.655	63,655	78.14
Group 1 (F-2)	27.99	6.84	10.10	2.63	0.41	0.22	8	48.19	62.185	62,185	76.18
Group 1 (G)	28.59	6,84	10,10	2.63	0.41	0.22	8	48.79	63,085	63.085	77.38
Group 2	28.24	6.84	10.10	2.63	0.41	0.22	8	48.44	62,56	62.56	76.68
Group 3; Group 3(A)	28.14	6.84	10.10	2.63	0.41	0.22	8	48.34	62,41	62.41	76,48
Group 4; Group 6(B)	21.83	6.84	10.10	2.63	0.41	0.22	8	42.03	52.945 <sup>d</sup>	52.945 <sup>d</sup>	63.86 <sup>d</sup>
Group 6	29.35	6.84	10.10	2.63	0.41	0.22	8	49.55	64.225	64.225	78.90
Group 6 (A)	28,85	6.84	10.10	2.63	0.41	0.22	8	49.05	63.475	63.475	77.90
Group 6 (C)	28.26	6.84	10.10	2.63	0.41	0.22	8	48.46	62.59	62.59	76.72
Group 7 - Stage 1 (1st 6 months)	19.70	6.84	10.10	2.63	0.41	0.22	8	39.90	49.75	49.75	59.60
Stage 2 (2nd 6 months)	22.51	6.84	10.10	2.63	0.41	0.22	8	42.71	53.965	53.965	65.22
Stage 3 (3rd 6 months)	25.33	6.84	10.10	2.63	0.41	0.22	8	45.53	58.195	58.195	70.86
AREA 2°											
Construction Specialist	28.09	6.84	10.10	2.63	0.41	0.22	8	48.29	62.335	62,335	76.38
Group 1; Group 1(B) e	27.39	6.84	10.10	2.63	0.41	0.22	8	47.59	61.285	61,285	74.98
Group 1 (A)	27.61	6.84	10,10	2.63	0.41	0,22	8	47,81	61.615	61.615	75.42
Group 1 (C)	27.44	6.84	10.10	2,63	0.41	0.22	8	47.64	61.36	61,36	75.08
Group I (E)	27.94	6.84	10.10	2.63	0.41	0.22	8	48.14	62.11	62.11	76.08
Group 1 (F-1)	27.97	6.84	10.10	2.63	0.41	0.22	8	48.17	62.155	62.155	76.14
Group 1 (F-2)	26.99	6.84	10.10	2.63	0.41	0.22	8	47.19	60,685	60.685	74.18
Group 2	27.24	6.84	10.10	2.63	0.41	0.22	8	47.44	61.06	61.06	74.68
Group 3; Group 3(A)	27.14	6.84	10.10	2,63	0.41	0.22	8	47.34	60.91	60.91	74.48
Group 4; Group 6(B)	20.83	6.84	10.10	2.63	0.41	0.22	8	41.03	51.445 <sup>d</sup>	51.445 <sup>d</sup>	61.86 <sup>d</sup>
Group 6	28,35	6,84	10.10	2.63	0.41	0.22	8	48.55	62,725	62.725	76.90
Group 6 (A)	27,85	6.84	10.10	2.63	0.41	0.22	8	48.05	61.975	61.975	75.90
Group 6 (C)	27.26	6.84	10.10	2.63	0.41	0.22	8	47.46	61.09	61.09	74.72
Group 7 - Stage 1 (1st 6 months)	19.00	6.84	10.10	2.63	0.41	0.22	8	39.20	48.70	48.70	58.20
Stage 2 (2nd 6 months)	21.71	6.84	10.10	2.63	0.41	0.22	8	41.91	52.765	52,765	63.62
Stage 3 (3 <sup>rd</sup> 6 months)	24.43	6.84	10.10	2.63	0.41	0.22	8	44.63	56.845	56.845	69.06

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE
CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS/HTML.

- GROUP I(D) MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
- GROUP 1(H) ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0,25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- $AREA\ 1$  Alameda, contra costa, marin, san francisco, san mateo, and santa clara counties.
- AREA 2 ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENTTO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.
- d Service Landscape Laborer on New Construction May work any five (5) days within a week.
- GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.
  WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.
- g ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROFECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://www.dir.c.a.gov/oprl/pwd/. Holiday provisions for current or superseded determinations may be obtained by contacting the office of the director—RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <a href="http://www.dir.ca.gov/oprl/pwd">http://www.dir.ca.gov/oprl/pwd</a>. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR — RESEARCH UNIT AT (415) 703-4774.

CONSTRUCTION SPECIALIST

ASPHALT IRONERS AND RAKERS

CONCRETE DIAMOND CHAINSAW

LASER BEAM IN CONNECTION WITH LABORER'S WORK

MASONRY AND PLASTER TENDER CAST IN PLACE MANHOLE FORM SETTERS

CAST IN PLACE MANHOUSE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS

DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS

HIGH SCALERS (INCLUDING DRILLING OF SAME)
HYDRAULIC DRILLS

CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)
ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE TAMPERS

BARAU, WACKER AND SIMILAR 11TE TRIBERS
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)

COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½ YARD

CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW

CRIBBERS AND/OR SHORING CUT GRANITE CURB SETTER

DRI PAK-IT MACHINE FALLER, LOGLOADER AND BUCKER

FORM RAISERS, SLIP FORMS GREEN CUTTERS

GREEN CUITER
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS

JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME,
CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR

CAUSTIC AND SIMILAR I YPE MATERIALS (APPLYING MEANS APPLYING DIPPIN HANDLING OF SUCH MATERIALS)

LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY) NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS

PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER

PERMA CURBS

PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)

PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS

POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2 RAM SET GUN AND STUD GUN

RAMI SEL GUIN AND SLID GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE
AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH

ROTOTILLER SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN

SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING

AND ELECTRIC FIXTURES)
TANK CLEANERS

TREE CLIMBERS

TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR

SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER

TRENG HASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK

 $\underline{\text{GROUP 1 (A)}}$  ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING JOY DRILL MODEL TWM-2A

GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS

TRACK DRILLERS

JACK LEG DRILLERS

WAGON DRILLERS

MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER BLASTERS AND POWDERMAN

TREE TOPPER BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES
SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP
1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER
SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES

GROUP L(C)
BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D) SEE FOOTNOTE A ON PAGE 49

GROUP 1 (E) WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH) SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

 $\underline{\text{GROUP 1 (F-1)}}$  ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1 (F-2)
ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING),
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER,
PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF
VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN
CONTRA COSTA COUNTY ONLY

GROUP 1(H) SEE FOOTNOTE A ON PAGE 49

GROUP 2
ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING WORK)

CONCRETE BUCKET DUMPER AND CHUTEMAN CONCRETE CHIPPING AND GRINDING

CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)

GUINEA CHASER (STAKEMAN), GROUT CREW HIGH PRESSURE NOZZLEMAN, ADDUCTORS

HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS

SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)

SLOPER

SLOPER SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F) JACKING OF PIPE-UNDER 12 INCHES

GROUP 3
CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER

FLAGPERSON/PEDESTRIAN MONITOR FIRE WATCHER

FENCE ERECTORS, INCLUDING TEMPORARY FENCING GUARDRAIL ERECTORS

GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT

PERIOD) JETTING

LIMBERS, BRUSH LOADERS, AND PILERS PAVEMENT MARKERS (BUTTON SETTERS)

PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES MAINTERNANCE, REPAIR TRACKMEN AND ROAD BEDS STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR

TOOL ROOM ATTENDANT (JOBSITE ONLY)
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) - SEE GROUP 3 RATES

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE

TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)

CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE

LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING,
WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION

BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

GROUP 6 STRUCTURAL NOZZLEMAN

GROUP 6 (A)
NOZZLEMAN (INCLUDING GUNMAN, POTMAN)

RODMAN GROUNDMAN

GROUP 6 (B) — SEE GROUP 4 RATES
GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3)
JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE
OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6 ( C) REBOUNDMAN

GROUP 7 CANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE

EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

#### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

**DETERMINATION:** NC-23-102-1-2015-1A

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMINE, YOLO, AND YUBA COUNTIES.

		Employer Payments			Straight-T	me	Overtime Hourly Rate				
Classification <sup>a</sup> (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday <sup>b</sup>	Sunday/ Holiday
	Rate <sup>1</sup>	Welfare		Holiday				Rate	1 1/2X	1 1/2X	2X
AREA 1°											
Construction Specialist	32.09	6.84	10.10	2.63	0.41	0.22	8	52.29	68.335	68.335	84.38
Group 1; Group 1(B) <sup>e</sup>	31.39	6.84	10.10	2.63	0.41	0.22	8	51.59	67.285	67.285	82.98
Group 1 (A)	31.61	6.84	10.10	2.63	0.41	0.22	8	51.81	67.615	67.615	83,42
Group 1 (C)	31.44	6.84	10.10	2,63	0.41	0.22	8	51.64	67.36	67.36	83.08
Group 1 (E)	31.94	6.84	10.10	2.63	0.41	0.22	8	52.14	68.11	68.11	84.08
Group 1 (F-1)	31.97	6,84	10,10	2.63	0.41	0.22	8	52.17	68.155	68.155	84.14
Group 1 (F-2)	30.99	6.84	10.10	2.63	0.41	0.22	8	51.19	66,685	66,685	82.18
Group 1 (G)	31.59	6.84	10.10	2.63	0.41	0.22	8 _	51.79	67.585	67.585	83.38
Group 2	31.24	6.84	10.10	2.63	0.41	0.22	8	51.44	67.06	67.06	82.68
Group 3; Group 3(A)	31.14	6.84	10.10	2.63	0.41	0.22	8	51.34	66.91	66.91	82.48
Group 4; Group 6(B)	24.83	6.84	10.10	2.63	0.41	0.22	8	45.03	57.445 <sup>d</sup>	57.445 <sup>d</sup>	69.86 <sup>d</sup>
Group 6	32,35	6,84	10.10	2.63	0.41	0.22	8	52.55	68,725	68,725	84.90
Group 6 (A)	31.85	6.84	10.10	2.63	0.41	0.22	8	52.05	67.975	67.975	83.90
Group 6 (C)	31.26	6.84	10.10	2,63	0.41	0.22	8	51.46	67.09	67.09	82.72
Group 7 - Stage 1 (1st 6 months)	22.70	6.84	10.10	2.63	0.41	0.22	8	42.90	54.25	54.25	65.60
Stage 2 (2nd 6 months)	25.51	6.84	10.10	2.63	0.41	0.22	8	45.71	58.465	58.465	71.22
Stage 3 (3rd 6 months)	28.33	6.84	10.10	2.63	0.41	0.22	8	48.53	62,695	62,695	76,86
AREA 2°											
Construction Specialist	30.94	6.84	10.10	2.63	0.41	0.22	8	51.14	66.61	66.61	82.08
Group 1; Group 1(B)	30.24	6.84	10.10	2,63	0.41	0.22	8	50.44	65.56	65.56	80.68
Group 1 (A)	30.46	6.84	10.10	2.63	0.41	0.22	8	50.66	65.89	65.89	81.12
Group 1 (C)	30.29	6.84	10.10	2,63	0.41	0.22	8	50.49	65.635	65,635	80.78
Group I (E)	30.79	6.84	10.10	2.63	0.41	0.22	8	50.99	66,385	66.385	81.78
Group I (F-1)	30.82	6.84	10.10	2.63	0.41	0.22	8	51.02	66.43	66.43	81.84
Group I (F-2)	29.84	6.84	10.10	2.63	0.41	0.22	8	50.04	64.96	64.96	79.88
Group 2	30.09	6.84	10.10	2.63	0.41	0.22	8	50.29	65.335	65.335	80.38
Group 3; Group 3(A)	29.99	6.84	10.10	2.63	0.41	0.22	8	50.19	65.185	65.185	80.18
Group 4; Group 6(B)	23.68	6.84	10.10	2.63	0.41	0.22	8	43.88	55.72 <sup>d</sup>	55.72 <sup>d</sup>	67.56 <sup>d</sup>
Group 6	31,20	6,84	10.10	2,63	0.41	0,22	8	51,40	67.00	67.00	82.60
Group 6 (A)	30.70	6,84	10.10	2,63	0.41	0.22	8	50.90	66.25	66,25	81,60
Group 6 (C)	30.11	6,84	10.10	2.63	0.41	0.22	8	50.31	65.365	65.365	80.42
Group 7 – Stage 1 (1st 6 months)	21.85	6.84	10.10	2.63	0.41	0.22	8	42.05	52.975	52,975	63.90
Stage 2 (2 <sup>nd</sup> 6 months)	24.56	6,84	10.10	2.63	0.41	0.22	8	44.76	57.04	57.04	69.32
Stage 3 (3rd 6 months)											
Stage 2 (2 <sup>rd</sup> 6 months) Stage 3 (3 <sup>rd</sup> 6 months)	24.56 27.28	6.84	10.10	2.63	0.41	0.22	8	44.76 47.48	61.12	57.04 61.12	69.32 74.76

### PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

#INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS/HTML.

- GROUP 1(D) MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

  GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE
- THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER
- AREA 1 ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
- AREA 2 ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
- STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

  d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
- GROUP I(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.
- ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE RECOGNIZED HOLIDAYS: ROLLDAYS OFON WHICH THE GENERAL PREVAILING HOURLY WAVE RAIL FOR HOLIDAYS WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR -RESEARCH UNIT AT (415) 703-4774

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://www.dir.ca.gov/oprl/pwd. travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER)

**DETERMINATION:** NC-23-102-11-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION**: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

		]	Employer	Payments		Straight-Time Overtime Hourly Ra				Rate	
Classification	Basic	Health	Pension	Vacation/	Training	Other	Hours <sup>b</sup>	Total	Daily	Saturday <sup>c</sup>	Sunday
(Journeyperson)	Hourly	and		Holiday <sup>a</sup>		Payments	3	Hourly			and
	Rate	Welfare						Rate	1 1/2X	1 1/2X	Holiday
Diamond driller, groundmar	n gunite or										
shotcrete nozzleman	\$34.60	6.84	10.10	2.63	0.87	0.22	8	55.26	72.56	72.56	89.86
SHOULD HOLLINGHAM	φυσσ	0.0.	10110	2.02	0.07	012020	Ü	33.20	72.20	72.50	03.00
Rodman, shaft work and rais	se (below a	ctual or									
excavated ground level)	\$34.37	6.84	10.10	2.63	0.87	0.22	8	55.03	72.215	72.215	89.40
Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and											
							nan, mine	er-tunnel, 11	icluding top	and bottom ma	n on shaft and
raise work, nipper, nozzlem:	an on slick \$34.12	6.84	olaster-po 10.10	tman (work 2.63	assignmer 0.87	ot 0.22	8	54.78	71.84	71.84	88.90
interchangeable)	\$34.12	0.04	10.10	2.03	0.87	0.22	٥	34.78	/1.04	/1.84	88.90
Steel form raiser and setter,	timberman	, retimbern	nan (woo	i or steel or	substitute	materials	), tugger,	cabletende	r, chucktende	er,	
powderman-primer house	\$34.12	6.84	10.10	2.63	0.87	0.22	8	54.78	71.84	71.84	88.90
Vibratorman, pavement brea	aker, bull g	ang-mucke		an, concrete	crew-incl	-					
rodding and spreading	\$33.67	6.84	10.10	2.63	0.87	0.22	8	54.33	71.165	71.165	88.00
~ / 1.6											
Dumpman (any method), gro						0.00		#0 #0	mo 0.55	50.055	0.5.00
watchman	\$33.13	6.84	10.10	2.63	0.87	0.22	8	53.79	70.355	70.355	86.92

When designated by an employer, state licensed blaster receives \$1.00 per hour above miner's rate.

Note: Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

<sup>&</sup>lt;sup>a</sup> Includes an amount for supplemental dues.

b Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

<sup>&</sup>lt;sup>c</sup> All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER) (Special Single and Second Shift)

**DETERMINATION:** NC-23-102-11-2015-1A

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION**: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

		]	Employer	Payments			<u>Strai</u>	ght-Time				
Classification	Basic	Health	Pension	Vacation/	Training	Other	Hours <sup>b</sup>	Total	Daily	Saturdayc	Sunday	
(Journeyperson)	Hourly	and		Holiday <sup>a</sup>		Payments	5	Hourly	4 4 1977		and	
	Rate	Welfare						Rate	1 1/2X	1 1/2X	Holiday	
Diamond driller, groundmar	n. gunite or											
shotcrete nozzleman	\$37.60	6.84	10.10	2.63	0.87	0.22	8	58.26	77.06	77.06	95.86	
Rodman, shaft work and rais	se (below a	ictual or				e e						
excavated ground level)	\$37.37	6.84	10.10	2.63	0.87	0.22	8	58.03	76.715	76.715	95.40	
Bit grinder, blaster, driller, and potman, gunite and sho raise work, nipper, nozzlema interchangeable)	tcrete guni	nan and po	otman, ĥe	aderman, h	igh pressu	re nozzler			,	, ,		
Steel form raiser and setter,	timberman	, retimbern	nan (woo	d or steel or	substitute	materials	), tugger,	cabletende	r, chucktende	er,		
powderman-primer house	\$37.12	6.84	10.10	2.63	0.87	0.22	8	57.78	76.34	76.34	94.90	
Vibratorman, pavement brea	ker, bull g	ang-mucke	r, trackm	an, concrete	crew-incl	uding						
rodding and spreading	\$36.67	6.84	10.10	2.63	0.87	0.22	8	57.33	75.665	75.665	94.00	
Dumpman (any method), gro	out crew, re	eboundmaı	ı, swampe	er/brakeman	١,							
watchman	\$36.13	6.84	10.10	2.63	0.87	0.22	8	56.79	74.855	74.855	92.92	

When designated by an employer, state licensed blaster receives \$.50 per hour above miner's rate.

**Note:** Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PwAppWage/PwAppWa

Includes an amount for supplemental dues.

b Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

<sup>&</sup>lt;sup>c</sup> All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) a

**DETERMINATION:** NC-200-X-17-2014-2

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within San Joaquin, Tuolumne, and Yolo counties.

			Emp	oloyer Paymo	ents		Straight-Time Overtime Hourly Rate				<u>ite</u>
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly	Dai	lly	Holiday
	Rate	Welfare		-				Rate	1 1/2X	2X	2X
Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	<sup>b</sup> 34.26	7.50	4.05	-	0.10	-	8	45.91	<sup>d</sup> 63.04	80.17	80.17
Parking Lots, Gamecourts, Playgrounds	<sup>b</sup> 29.12	7.50	4.05	-	0.10	-	8	40.77	<sup>d</sup> 55.33	69.89	69.89
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	<sup>b</sup> 29.46	7.50	4.05		0.10	_	8	41.11	<sup>d</sup> 55.84	70.57	70.57

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

<sup>&</sup>lt;sup>b</sup> Includes an amount withheld for Dues Check-Off.

<sup>&</sup>lt;sup>c</sup> Included in Basic Hourly Rate (\$1.91). Rate applies to the first 9 years of employment only; \$2.30 per hour worked for 10 years or more.

d Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### **CRAFT: SLURRY SEAL WORKER**

**DETERMINATION**: NC-830-X-69-2014-1

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION**: September 30, 2014\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties.

			Employer Payments				t-Time	Overtime Hourly Rates		
Classification	Basic	Health	Pension	Vacation/	Training	Hours	Total	Daily		Holiday
(Journeyperson)	Hourly Rate	and Welfare		Holiday			Hourly Rate	1 1/2X	2X	2X
Sealer/Mixer	\$14.89	1.72	.90	<sup>a</sup> .91	-	8	\$18.42	<sup>b</sup> \$25.865	\$33.31	\$33.31
Shuttleperson, Applicator Operator, Squeegeeperson	13.18	1.72	.90	<sup>a</sup> .91	-	8	16.71	<sup>b</sup> 23.30	29.89	29.89
Traffic Surface Protective Coating Applicator	15.51	1.72	.90	a.91	-	8	19.04	<sup>b</sup> 26.795	34.55	34.55
Traffic Controlperson	9.00	1.72	.90	<sup>a</sup> .91	-	8	12.53	<sup>b</sup> 17.03	21.53	21.53

<sup>&</sup>lt;sup>a</sup> Rate applies to first year of employment only; \$1.28 per hour worked for employment over one year but less than 5 years; \$1.71 per hour worked for over 5 years but less than 10 years; \$2.08 per hour worked for 10 years or more. The overtime computations should be increased by any applicable increase in Vacation/Holiday pay.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

# FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: ASBESTOS REMOVAL WORKER (LABORER)

**DETERMINATION:** NC-102-67-1-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** November 30, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

		Employer Payments						ht-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X <sup>b</sup>	Holiday <sup>c</sup> 2X	
Asbestos Removal Specialist II	26.11	5.74	5.24	2.64	0.44	0.15	8	40.32	53.375	66.43	
Asbestos Removal Specialist I	23.17	5.74	1.31	2.64	0.44	0.15	8	33.45	45.035	56.62	
Asbestos Removal Worker	20.06	5.74	0.80	2.64	0.44	0.15	8	29.83	39.86	49.89	

**DETERMINATION:** NC-102-67-1-2014-2A

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Lead Removal Worker <sup>d</sup>	29.02	6.09	10.16	2.73	0.44	0.15	8	48.59	63.100	77.61
Lead Removal Worker <sup>e</sup>	28.02	6.09	10.16	2.73	0.44	0.15	8	47.59	61.600	75.61

<sup>&</sup>lt;sup>a</sup> Includes an amount for Supplemental Dues.

(Recognized Holidays and Subsistence Payment footnotes listed on page 52C)

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7<sup>th</sup> consecutive day of work in a workweek.

<sup>&</sup>lt;sup>c</sup> Rate applies to Holidays and to all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7<sup>th</sup> consecutive day of work in a workweek.

d Rate applies to all localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara Counties.

<sup>&</sup>lt;sup>e</sup> Rate applies to all localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

**NOTE:** Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### **CRAFT: # CEMENT MASON**

**DETERMINATION:** NC-23-203-1-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments				Straight	Time	Overtime Hourly Rate		
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours <sup>d</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$30.00	8.15	9.80	5.24 <sup>b</sup>	0.47	0.02	8	53.68	68.680	68.680°	83.68
Mastic Magnesite Gypsum, Epox Polyester, Resin and all compos masons, swing or slip form scaffolds	-	8.15	9.80	5.24 <sup>b</sup>	0.47	0.02	8	54.43	69.805	69.805°	85.18

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

<sup>&</sup>lt;sup>b</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>c</sup> Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

<sup>&</sup>lt;sup>d</sup> Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2<sup>nd</sup>) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3<sup>rd</sup>) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: # CEMENT MASON (SPECIAL SINGLE SHIFT)

**DETERMINATION:** NC-23-203-1A-2015-1

ISSUE DATE: February 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

		Employer Payments						<u>-Time</u>	Overtime Hourly Rate		
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$33.00	8.15	9.80	5.24 <sup>b</sup>	0.47	0.02	8	56.68	71.68	71.68°	86.68
Mastic Magnesite Gypsum, Epox Polyester, Resin and all compos masons, swing or slip form affolds	• -	8.15	9.80	5.24 <sup>b</sup>	0.47	0.02	8	57.43	72.805	72.805°	88.18

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

<sup>&</sup>lt;sup>b</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>c</sup> Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

**DETERMINATION:** NC-63-3-9-2014-1

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

		_	Employer Payments				Straigh	<u>ıt-Time</u>	<u>Over</u>	<u>Rate</u>	
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily <sup>b</sup>	Saturday <sup>b</sup>	Sunday/
(JOURNEYPERSON)	Hourly	and		and		Paymen	t	Hourly			Holiday
	Rate	Welfare	e <sup>a</sup>	Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$41.63	13.03	8.87	5.27	0.33	0.19	8	69.32	90.135	90.135	110.95
Group 2	39.63	13.03	8.87	5.27	0.33	0.19	8	67.32	87.135	87.135	106.95
Group 3	33.49	13.03	8.87	5.27	0.33	0.19	8	61.18	77.925	77.925	94.67
Group 4	28.26	13.03	8.87	5.27	0.33	0.19	8	55.95	70.08	70.08	84.21

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

#### CLASSIFICATIONS:

Group 1	Group 2	Group 3	Group 4
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)

**DETERMINATION:** NC-63-3-9-2014-1

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2015\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

			Employer Payments					<u>ıt-Time</u>	<u>Over</u>	/ Rate	
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily <sup>b</sup>	Saturday <sup>b</sup>	Sunday/
(JOURNEYPERSON)	Hourly	and		and		Paymen	t	Hourly	•		Holiday
	Rate	Welfare	a	Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$46.83	13.03	8.87	5.27	0.33	0.19	8	74.52	97.935	97.935	121.35
Group 2	44.58	13.03	8.87	5.27	0.33	0.19	8	72.27	94.56	94.56	116.85
Group 3	37.68	13.03	8.87	5.27	0.33	0.19	8	65.37	84.21	84.21	103.05
Group 4	31.79	13.03	8.87	5.27	0.33	0.19	8	59.48	75.375	75.375	91.27

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

# CLASSIFICATIONS:

Group 1	Group 2	Group 3	Group 4
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

# FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

**DETERMINATION:** NC-23-261-1-2014-1

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Emp	oloyer Paym	ents	Straigh	nt-Time	Overtime Hourly Rate			
Classification <sup>g</sup>	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday <sup>b</sup>	Sunday/
(Journeyperson)	Hourly	and		Holiday		Payments		Hourly			Holiday
	Rate	Welfare	:					Rate	1 1/2X	1 1/2X	2X
Group 1	\$27.96	\$15.53	\$5.75	\$2.15	\$0.85	a \$0.53	8	\$52.77	\$66.75	\$66.75	\$80.73
*	T		•	*		*	•		•	+	•
Group 2	28.26	15.53	5.75	2.15	0.85	<sup>a</sup> 0.53	8	53.07	67.20	67.20	81.33
Group 3	28.56	15.53	5.75	2.15	0.85	a 0.53	8	53.37	67.65	67.65	81.93
Group 4	28.91	15.53	5.75	2.15	0.85	<sup>a</sup> 0.53	8	53.72	68.175	68.175	82.63
Group 5	29.26	15.53	5.75	2.15	0.85	<sup>a</sup> 0.53	8	54.07	68.70	68.70	83.33
Group 6		USE DUI	MP TRUCI	X YARDAO	E RATE						
Group 7		USE APP	ROPRIAT	E RATE FO	OR THE I	OWER U	NIT OR	THE E	QUIPME	NT UTILI	ZED

Group 8 (Trainee)<sup>c</sup>

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

d Step I – 1<sup>st</sup> 1000 Hours

e Step II  $-2^{\text{nd}}$  1000 Hours

f Step III – 3<sup>rd</sup> 1000 Hours

<sup>&</sup>lt;sup>a</sup> Supplemental Dues and Contract Administration.

b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>&</sup>lt;sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>&</sup>lt;sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>g</sup> For classifications within each group, see page 56.

### DETERMINATION: NC-23-261-1-2014-1 and NC-23-261-1-2014-1A

#### **CLASSIFICATIONS:**

### **GROUP 1**

Dump Trucks under 6 yards

Single Unit Flat Rack (2 axle unit)

Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)

Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)

Concrete pump machine

Snow Buggy

Steam Cleaning

Bus or Manhaul Driver

Escort or Pilot Car Driver

Pickup Truck

Teamster Oiler/Greaser/and or Serviceman

Hook Tenders

Team Drivers

Warehouseman

Tool Room Attendant (Refineries)

Fork Lift and Lift Jitneys

Warehouse Clerk/Parts Man

Fuel and/or Grease Truck Driver or Fuelman

Truck Repair Helper

Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

### **GROUP 2**

Dump Trucks 6 yards Under 8 yards

Transit Mixers through 10 vards

Water Trucks Under 7000 gals.

Jetting Trucks Under 7000 gals.

Single Unit flat rack (3 axle unit)

Highbed Heavy Duty Transport

Scissor Truck

Rubber Tired Muck Car (not self-loaded)

Rubber Tired Truck Jumbo

Winch Truck and "A" Frame Drivers

Combination Winch Truck With Hoist

Road Oil Truck or Bootman

Buggymobile

Ross, Hyster and similar Straddle Carrier

Small Rubber Tired Tractor

Truck Dispatcher

## **GROUP 3**

Dump Trucks 8 yards and including 24 yards

Transit Mixers Over 10 yards

Water Trucks 7000 gals and over

Jetting Trucks 7000 gals and over

Vacuum Trucks under 7500 gals

Trucks Towing Tilt Bed or Flat Bed Pull Trailers

Heavy Duty Transport Tiller Man

Tire Repairman

### **GROUP 3 (continued)**

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit

Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane

P.B. or Similar Type Self Loading Truck

Combination Bootman and Road Oiler

Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)

Ammonia Nitrate Distributor, Driver and Mixer

Snow Go and/or Plow

#### **GROUP 4**

Dump Trucks over 25 yards and under 65 yards

Vacuum Trucks 7500 gals and over.

Truck Repairman

Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Agua/pak or Water Tank Trailers

Helicopter Pilots

Lowbed Heavy Duty Transport (up to and including 7 axles)

DW 10s, 20s, 21s and other similar Cat type, Terra Cobra,

LeTourneau Pulls, Tournorocker, Euclid and similar type

Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

# **GROUP 5**

Dump Truck 65 yards and over

Holland Hauler

Lowbed Heavy Duty Transport (over 7 axles)

# **GROUP 6** (Use dump truck yardage rate)

Articulated Dump Truck

Bulk Cement Spreader (w/ or w/o Auger)

Dumpcrete Truck

Skid Truck (Debris Box)

Dry Pre-Batch Concrete Mix Trucks

Dumpster or Similar Type

Slurry Truck

# **GROUP** 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer

Asphalt Burner

Scarifier Burner

Fire Guard

Industrial Lift Truck (mechanical tailgate)

Utility and Clean-up Truck

Composite Crewman

### **GROUP 8**

Trainee

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE) (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

**DETERMINATION:** NC-23-261-1-2014-1A

ISSUE DATE: August 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Emp	oloyer Paym	ents		Straight-Time		Overtime Hourly Rate		
Classification <sup>g</sup>	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday <sup>b</sup>	Sunday/
(Journeyperson)	Hourly	/ and		Holiday		Payments		Hourly			Holiday
	Rate	Welfare	;					Rate	1 1/2X	1 1/2X	2X
Group 1	\$29.96	\$15.53	\$5.75	\$2.15	\$0.85	a \$0.53	8	\$54.77	\$69.75	\$69.75	\$84.73
Group 2	30.26	15.53	5.75	2.15	0.85	0.53	8	55.07	70.20	70.20	85.33
Group 3	30.56	15.53	5.75	2.15	0.85	0.53	8	55.37	70.65	70.65	85.93
Group 4	30.91	15.53	5.75	2.15	0.85	0.53	8	55.72	71.175	71.175	86.63
Group 5	31.26	15.53	5.75	2.15	0.85	0.53	8	56.07	71.70	71.70	87.33
Group 6		USE DUI	MP TRUCI	X YARDAC	E RATE						
Group 7		USE APP	ROPRIAT	E RATE FO	OR THE I	POWER U	NIT O	R THE E	QUIPMI	ENT UTILI	ZED

Group 8 (Trainee)<sup>c</sup>

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

d Step  $I - 1^{st}$  1000 Hours

<sup>&</sup>lt;sup>e</sup> Step II – 2<sup>nd</sup> 1000 Hours

f Step III – 3<sup>rd</sup> 1000 Hours

<sup>&</sup>lt;sup>a</sup> Supplemental Dues and Contract Administration.

<sup>&</sup>lt;sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>&</sup>lt;sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>&</sup>lt;sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>g</sup> For classifications within each group, see page 56.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

### CRAFT: ## LANDSCAPE MAINTENANCE LABORER

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)<sup>1</sup>

**DETERMINATION**: NC-LML-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: September 30, 2014\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

subsequent determination is issued.		Emn	Straig	Overtime					
			ւուր	loyer Payments			onaigi	II - I IIIC	Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2x
Alameda	9.00	0.43	-	a 0.14	0.24	_	8	<sup>ь</sup> 9.81	<sup>ь</sup> 14.31
Alpine, El Dorado	9.00	-	_	0.12	0.14	-	8	9.26	13.76
	9.00	-	-	0.14	0.16	-	8	9.30	13.80
Amador	9.00	-	_	0.16	0.06	-	8	9.22	13.72
Butte, Glenn, and Plumas	9.00	0.16	_	° 0.13	0.05	-	8	<sup>ь</sup> 9.34	<sup>b</sup> 13.84
Calaveras	9.00	-	-	0.10	0.12	-	8	9.22	13.72
Colusa and Sutter	9.00		-	0.12	0.14	-	8	9.26	13.76
	9.00	-	-	0.14	0.16	-	8	9.30	13.80
Contra Costa	10.00	-	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt	9.00	-	-	0.25	0.07	-	8	9.32	13.82
Fresno	9.00	-	-	0.11	-	-	8	9.11	13.61
	9.00	-	-	<sup>d</sup> 0.19	0.19	-	8	<sup>b</sup> 9.38	<sup>ь</sup> 13.88
Kings	9.00	-	-	e 0.25	0.25	-	8	<sup>ь</sup> 9.50	<sup>в</sup> 14.00
Lake and Mendocino	9.00	-	-	f <sub>0.13</sub>	0.03	-	8	<sup>в</sup> 9.16	<sup>в</sup> 13.66
	9.00	_	-	<sup>g</sup> 0.14	0.03	-	8	<sup>в</sup> 9.17	<sup>ь</sup> 13.67
Lassen, Modoc, Shasta,									
Siskiyou and Trinity	9.00	-	-	0.31	0.09	-	8	9.40	13.90
ladera, Mariposa and Merced	9.00	-	-	0.115	0.115	-	8	9.23	13.73
.√arin	10.00		-	-	0.12	-	8	10.12	15.12
Monterey	9.00	-	-	0.14	0.22	-	8	9.36	13.86
	9.00	-	-	0.16	0.25	-	8	9.41	13.91
Napa	9.00	-	-	<sup>q</sup> 0.11	0.14	-	' 8	9.25	13.75
Nevada and Sierra	9.00	-	-	0.16	0.19	-	8	9.35	13.85
Placer	9.00	-	-	0.12	0.14	-	8	9.26	13.76
Sacramento	9.00	<b></b>	-	0.16	-	-	8	9.16	13.66
	9.00	-	-	0.15	-	-	8	9.15	13.65
San Benito	9.00	-	-	<sup>h</sup> 0.15	0.18	-	8	<sup>b</sup> 9.33	<sup>b</sup> 13.83
San Francisco	9.00	-	-	0.17	0.17	-	8	9.34	13.84
San Joaquin	9.00	0.37	-	0.12	0.12	-	8	<sup>ь</sup> 9.61	<sup>b</sup> 14.11
San Mateo	9.00	0.43		<sup>j</sup> 0.12	0.14	-	8	<sup>b</sup> 9.69	<sup>b</sup> 14.19
	9.00	-	-	<sup>k</sup> 0.13	0.17	-	8	<sup>в</sup> 9.30	<sup>b</sup> 13.80
Santa Clara	9.00	0.03	-	10.13	0.18	-	8	ь 9.34	<sup>b</sup> 13.84
Santa Cruz	9.00	-	-	0.16		-	8	9.16	13.66
	9.00	-	-	0.19	-	-	8	9.19	13.69
Solano	9.00	-	-	-	0.07	-	8	9.07	13.57
Sonoma	9.00	-	-	<sup>m</sup> 0.13	0.16	-	8	<sup>b</sup> 9.29	<sup>ь</sup> 13.79
	9.00	0.38	-	<sup>n</sup> 0.15	0.19	-	8	<sup>в</sup> 9.72	<sup>ь</sup> 14.22
Stanislaus and Tuolumne	9.00	-	-	0.115	0.14	-	8	9.255	13.755
	9.00	-	-	° 0.13	0.11	-	8	<sup>b</sup> 9.24	<sup>ь</sup> 13.74
Tehama	9.00	<u>.</u>	-	0.12	0.19	-	8	9.31	13.81
Tulare	9.00	0.69	-	<sup>p</sup> 0.12	<del>-</del>	-	8	ь 9.81	<sup>ь</sup> 14.31
Yolo	9.00	-	-	-	0.14	-	8	9.14	13.64
	9.00	-	-	-	0.19	-	8	9.19	13.69
Yuba	9.00	-	-	0.14	0.16	-	8	9.30	13.80

<sup>##</sup> Craft is not apprenticeable

**NOTE**: If there are two rates, the first rate is for routine work, the second rate is for complex work.

### **DETERMINATION: NC-LML-2014-1**

- <sup>a</sup> \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- b. Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- c. \$0.25 after 7 years of service.
- d. \$0.38 after 3 years of service.
- e. \$0.37 after 5 years of service; \$0.49 after 15 years of service.
- \$0.19 after 1 year of service; \$0.25 after 2 years of service.
- g. \$0.22 after 1 year of service; \$0.29 after 2 years of service.
- b. \$0.31 after 5 years of service.
- \$0.24 after 5 years of service.
- \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- k \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- m. \$0.26 after 7 years of service.
- so.31 after 3 years of service; \$0.46 after 7 years of service.
- o. \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- p. \$0.23 after 2 years of service.
- <sup>q</sup> \$0.23 after 7 years of service.

**ROUTINE** – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX - servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>1</sup> This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

#### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

**DETERMINATION:** NC-23-63-1-2015-1C

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director -- Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Piacer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Employer Payments			8	Straight-Tim	ie	Overtime Hourly Rate				
Classification	Ва	sic	Health	Pension	Vacation	Training	Other	Hours	To	otal	Da	ily/	Sunda	ay and
(Journeyperson)	Ho	urly	and		and		Payments		Но	urly	Satu	rday <sup>d</sup>	Hol	iday
	Ra	ate	Welfare		Holiday°		-		Ra	ate	11	/2X	2	X
Classification Group					•									
·	Area 1ª	Area 2 <sup>b</sup>							Area 1ª	Area 2 <sup>b</sup>	Area 1ª	Area 2 <sup>b</sup>	Area 1ª	Area 2 <sup>b</sup>
Underground Rate														
Group 1-A	\$38.32	\$40.32	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.77	\$68.77	\$85.93	\$88.93	\$105.09	\$109.09
Group 1	\$35.85	\$37.85	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.30	\$66.30	\$82.23	\$85.23	\$100.15	\$104.15
Group 2	\$34.59	\$36.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.04	\$65.04	\$80.34	\$83.34	\$97.63	\$101.63
Group 3	\$33.26	\$35.26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.71	\$63.71	\$78.34	\$81.34	\$94.97	\$98.97
Group 4	\$32.12	\$34.12	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.57	\$62.57	\$76.63	\$79.63	\$92.69	\$96.69
Group 5	\$30.98	\$32.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.43	\$61.43	\$74.92	\$77.92	\$90.41	\$94.41
Shafts Stopes & Raises														
Group 1-A	\$38.42	\$40.42	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.87	\$68.87	\$86.08	\$89.08	\$105.29	\$109.29
Group 1	\$35.95	\$37.95	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.40	\$66.40	\$82.38	\$85.38	\$100.35	\$104.35
Group 2	\$34.69	\$36.69	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.14	\$65.14	\$80.49	\$83.49	\$97.83	\$101.83
Group 3	\$33.36	\$35,36	\$13.03	\$10.15	\$3,86	\$0.67	\$0.74	8	\$61.81	\$63.81	\$78.49	\$81.49	\$95.17	\$99.17
Group 4	\$32.22	\$34.22	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.67	\$62.67	\$76.78	\$79.78	\$92.89	\$96.89
Group 5	\$31.08	\$33,08	\$13.03	\$10.15	\$3.86	\$0,67	\$0.74	8	\$59,53	\$61.53	\$75.07	\$78.07	\$90.61	\$94.61

#### CLASSIFICATIONS:

### **GROUP 1-A**

Tunnel Bore Machine Operator - 20 feet in diameter or more

#### **GROUP 1**

Heading Shield Operator Heavy Duty Repairman/Welder Mucking Machine Raised Bore Operator Tunnel Mole Bore Operator

Tunnel Boring Machine Operator 10 ft up to 20 ft

Combination Slusher and Motor Operator Concrete Pump or Pumpcrete Guns

#### GROUP 3 Drill Doctor

Mine or Shaft Hoist

#### **GROUP 4**

Combination Slurry Mixer Cleaner Grouting Machine Operator

#### GROUP 5

Bit Sharpener Brakeman Combination Mixer and Compressor (Gunite) Compressor Operator Assistant to Engineer Slusher Operator

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 58A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director -- Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>&</sup>lt;sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Manposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>&</sup>lt;sup>c</sup> includes an amount for supplemental dues.

d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-1C ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Employer Payments			Str	aight-Time		Overtime Hourly Rate				
Classification	Ba	sic	Health	Pension	Vacation	Training	Other	Hours	To	tal	Da	aily/	Sunday	and
(Journeyperson)	Ho	urly	and		and		Payments		Но	urly	Satu	rday <sup>d</sup>	Hol	iday
	Ra	ate	Welfare		Holiday <sup>c</sup>		•		R	ate		/2X	2	χ
Classification Group					•									
	Area 1ª	Area 2 <sup>b</sup>							Area 1ª	Area 2 <sup>b</sup>	Area 1ª	Area 2 <sup>b</sup>	Area 1ª	Area 2 <sup>b</sup>
Underground Rate														
Group 1-A	\$42,45	\$44.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.90	\$72.90	\$92.13	\$95.13	\$113.35	\$117.35
Group 1	\$39.66	\$41.66	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.11	\$70.11	\$87.94	\$90.94	\$107.77	\$111.77
Group 2	\$38.25	\$40.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.70	\$68.70	\$85.83	\$88.83	\$104,95	\$108.95
Group 3	\$36.77	\$38.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.22	\$67.22	\$83.61	\$86.61	\$101.99	\$105.99
Group 4	\$35.47	\$37.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.92	\$65.92	\$81.66	\$84.66	\$99.39	\$103.39
Group 5	\$34.20	\$36.20	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.65	\$64.65	\$79.75	\$82.75	\$96.85	\$100.85
Shafts Stopes & Raises														
Group 1-A	\$42.56	\$44.56	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.01	\$73.01	\$92.29	\$95.29	\$113.57	\$117.57
Group 1	\$39.77	\$41.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68,22	\$70.22	\$88.11	\$91.11	\$107.99	\$111.99
Group 2	\$38.36	\$40,36	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.81	\$68.81	\$85.99	\$88.99	\$105,17	\$109.17
Group 3	\$36.88	\$38,88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.33	\$67.33	\$83.77	\$86.77	\$102.21	\$106.21
Group 4	\$35.58	\$37.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0,74	8	\$64.03	\$66.03	\$81.82	\$84.82	\$99.61	\$103.61
Group 5	\$34.31	\$36,31	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.76	\$64.76	\$79.92	\$82.92	\$97.07	\$101.07

#### CLASSIFICATIONS:

#### GROUP 1-A

Tunnel Bore Machine Operator - 20 feet in diameter or more

#### GROUP 1

Heading Shield Operator
Heavy Duty Repairman/Welder
Mucking Machine
Raised Bore Operator
Tunnel Mole Bore Operator

Tunnel Boring Machine Operator 10 ft up to 20 ft

#### GROUP 2

Combination Slusher and Motor Operator Concrete Pump or Pumpcrete Guns Power Jumbo Operator

### GROUP 3 Drill Doctor Mine or Shaff Hoist

#### **GROUP 4**

Combination Slurry Mixer Cleaner Grouting Machine Operator Motorman

### GROUP 5

Bit Sharpener Brakeman Combination Mixer and Compressor (Gunite) Compressor Operator Assistant to Engineer Pump Operator Slusher Operator

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

<sup>&</sup>lt;sup>a</sup> AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>&</sup>lt;sup>b</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

function in large includes an amount for supplemental dues.

d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

# Attachment 3

Prevailing Wage Determination

San Francisco – Subtrades

## GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN FRANCISCO COUNTY

.

DETERMINATION: SFR-2015-1				A TOWN ON A VAN ARRANGO AND AND A	EMPLO)	ER PAYMEN	STRAIG	HT-TIME	OVER	RATE				
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
ŧ	BRICKLAYER, BLOCKLAYER:													engge allah dimetaka dipinjaka (lippi kejip oyas)
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2013	04/30/2014*	A 36.560	9.690	13.300	в 3.400	0.800	c 1.250	D 8.0	65.000	E 84.980	E 84.980	104.960
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2014	06/30/2015*	A 42.470	9.690	10.520	F -	1.450	0.400	D 8.0	64.530	85.760	G 85.760	107.000
ŧ	BRICK TENDER	2/22/2015	04/30/2015**	A 32.130	9.900	9.900	F -	0,340	-	8.0	52.270	н 68.330	Н 68.330	84.400
ŧ	CARPET, LINOLEUM,					**************************************		1					the first section of the second like the statement	
	SOFT FLOOR LAYER	2/22/2015	06/30/2015*	A 46.150	9.900	11.300	-	0.630	0.340	8.0	68,320	J 91.400	J 91.400	114.470
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2015	06/30/2015*	A 23.050	9.900	5.650	l -	0.050	0,340	8.0	38.990	J 50.510	J 50.510	62.040
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2015	06/30/2015*	A 18.430	9.900	4.520	l -	0.050	0.340	8.0	33.240	J 42.460	J 42.460	51.670
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2015	06/30/2015*	A 14.730	9,900	3,620	1 -	0.050	0.340	8,0	28,640	J 36.000	J 36,000	43.370
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2015	06/30/2015*	A 16,580	9,900	4,070		0.050	0.340	8.0	30.940	J 39.230	J 39.230	47.520
	ELECTRICIAN:		<del>}</del>	}				<u> </u>	ļ					
ŧ	COMM & SYSTEM INSTALLER	2/22/2015	05/31/2015**	32,820	9,550	к 5.150		1,100	L 0,210	8.0	49,970	м 66,960	м 66,960	83,940
	COMM & SYSTEM TECH.	2/22/2015	05/31/2015**	37.370	9.550	к 5.150 к 5.150		1.100	L 0,210	8.0	54,690	M 74.030	M 74.030	93.370
	INSIDE WIREMAN	8/22/2014	05/31/2015**	58,820	13,230	N 12.770		0.765	0.380	0 7.0	87.730	P 118.020	Q 148.310	148.310
	CABLE SPLICER	8/22/2014	05/31/2015**	66.170	\$	N 12.770	\$	0.765	0.380	0 7.0	95,300	P 129.380	Q 163,460	163.460
4	FIELD SURVEYOR:	0.22,20										120.000	1 100.100	100.100
r R	CHIEF OF PARTY	2/22/2015	02/29/2016**	38.070	13.030	s 10.640	T 3,410	0,770	0.160	8.0	66,080	U 85,110	v 85.110	104.150
R	INSTRUMENTMAN	2/22/2015	02/29/2016**	34,980	13,030		ž	0.770	0.160	8.0	62.990	□ 80.480	V 80,480	97.970
R	CHAINMAN/RODMAN	2/22/2015	02/29/2016**	32,100	13,030	s 10,640	T 3,410	0.770	0.160	8.0	60.110	∪ 76,160	v 76.160	92.210
#	GLAZIER	2/22/2015	06/30/2015*	A 43.430	9.900	W 14.290	-	0.550	× 0.380	8.0	68,550	Y 90,260	111.980	111.980
# Z	MARBLE FINISHER	8/22/2013	07/31/2014*	AA 28.050	9.690	3.870	} I -	0.450	0.530	8.0	42,590	AB 56,610	70,640	70.640
* Z	MARBLE MASON	8/22/2013	07/31/2014*	AA 39.300	9,690	11.990	-	0.800	0.730	8.0	62,510	AB 82.160	101.810	101.810
<b>#</b>	PAINTER:			at the transfer of the section of the section of						1				
	BRUSH AND SPRAY	2/22/2015	12/31/2015**	AC 40.020	9.900	s 11.160	l -	0.420	0.380	D 8.0	61.880	81.890	AD 81.890	101.900
	INDUSTRIAL PAINTER	2/22/2015	12/31/2015**	AC 40.520	9.900	.s 11.160	-	0.420	0.380	D 8.0	62,380	82.640	AD 82.640	102.900
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2015	12/31/2015**	AC 40.520	9,900	s ·11.160	-	0.420	0.380	D 8.0	62.380	82.640	AD 82.640	102,900
	EXOTIC MATERIALS	2/22/2015	12/31/2015**	AC 40.770	9.900	s 11.160	l -	0.420	0.380	D 8.0	62.630	83.010	AD 83,010	103.400
	PAPERHANGER/WALLCOVERING	2/22/2015	12/31/2015**	AC 41.020	9,900	s 11.160	-	0.420	0.380	D 8.0	62,880	83.390	AD 83.390	103,900
	TAPER	2/22/2015	06/30/2015*	AE 40.320	9.900	11.020	AF -	0.360	0.390	8.0	61.990	78.690	D 78.690	AD 95.400
AG	TAPER CLEAN-UP	2/22/2015	06/30/2015*	AH 16.100	9.900	-	-	-	-	8.0	26,000	33,560	D 33.560	AD 41.120
#	PLASTERER	8/22/2014	06/30/2015**	AI 37.480	12.530	10.630	F -	1.050	0.900	D 8.0	62.590	AJ 78.760	AJ 78.760	94.930
# AK	PLASTER TENDER	8/22/2014	06/30/2015**	AL 32.030	8.970	12.300	F -	0.160	0.450	8.0	53.910	AM 67.930	AM 67.930	81.940
#	PLUMBER:		and the first of the state of t							- Control of the cont				and the second
	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2014	06/30/2015**	AN 64.000	16.660	20.480	F -	4.900	AO 2.400	7.0	108.440	AP 140,440	AQ 140.440	172.440
	PLUMBING SERVICE AND REPAIR AIR CONDITIONING &	8/22/2014	06/30/2015**	AN 54.400	16.340	19.050	F -	4.070	AO 2.450	8.0	96.310	AR 123.510	G 123.510	150.710
j	REFRIGERATION/HVAC - SERVICE WORK	8/22/2014	06/30/2015**	AN 64.000	16.660	20.480	F -	4.900	AO 2.400	8.0	108.440	AR 140.440	G 140.440	172.440
	LANDSCAPE/IRRIGATION PIPEFITTER	8/22/2014	06/30/2015**	A 54.400	14.000	AS 15.300	F -	1.810	1.290	8.0	86,800	114.000	AT 114.000	141.200

# GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN FRANCISCO COUNTY

ETERMINATION: SFR-2015-1				EMPLO	YER PAYME	STRAIC	SHT-TIME	OVER'	RATE				
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION HOLIDAY	TDAINIAC	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
UNDERGROUND/UTILITY PIPEFITTER	8/22/2014	06/30/2015**	A 54.400	14.000	AS 15.30	) F -	1.810	1.290	8.0	86,800	114.000	AT 114.000	141.200
SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	2/22/2015	08/02/2015**	A 56.020	8.770	15.90	0 F -	1.100	0.400	8.0	82.190	110.200	110.200	138.210
ROOFER	8/22/2014	07/31/2015*	31.660	7.800	5.430	3.530	0.550	AU 0.450	8.0	49.420	AV 65.250	AV 65.250	81.080
BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2014	07/31/2015*	33.660	7.800	5.430	3,530	0.550	AU 0.450	8.0	51.420	AV 68.250	AV 68.250	85.080
MASTIC WORKER, KETTLEMAN (2 KETTLES WITHOUT PUMPS)	8/22/2014	07/31/2015*	31.910	7.800	5.430	3.530	0.550	AU 0.450	8.0	49.670	AV 65.630	AV 65.630	81.580
SHEET METAL WORKER	2/22/2015	06/30/2015*	AC 50.710	AW 13.110	AX 25.26	0 F -	1.410	1.150	7.0	91.640	AY 119.810	AY 119.810	147.990
TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS	2/22/2015	06/30/2015*	AC 45.260	AW 13.110	AX 24.03	0 F -	1.410	1.150	8.0	84.960	AZ 110.100	AZ 110.100	135.250
SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	2/22/2015	06/30/2015*	AC 34.840	ва 12.590	AX 14.06	0 F -	1.310	1.150	8.0	63.950	вв 82.620	BB 82.620	101.290
SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	2/22/2015	06/30/2015*	AC 31.450	BA 12.590	AX 9.030	) F -	1.310	1.150	8.0	55.530	вв 72.050	вв 72.050	88.580
AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	2/22/2015	06/30/2015*	AC 27.920	BA 12.590	AX 4.170	) F -	1.290	1.150	8.0	47.120	AZ 61.530	AZ 61.530	75.940
AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	2/22/2015	06/30/2015*	AC 32,630	AW 12.610	AX 9.270	) F -	1.290	1.150	8.0	56,950	AZ 74.010	AZ 74.010	91.080
METAL DECK & SIDING	2/22/2015	06/30/2015*	AC 33,860	AS 13.530			BD 0.300	-	8.0	65.690	AZ 83,620	AZ 83,620	101.550
BE TERRAZZO FINISHER	8/22/2014	06/30/2015**	AE 33.190	9.690	5.120	) F -	0.800	0.490	8.0	49.290	AZ 63.780	AZ 63.780	78.280
BE TERRAZZO WORKER	8/22/2014	06/30/2015**	AE 40.420	9.690	14.42	0 F -	0.800	0,670	8.0	66,000	AZ 83,540	AZ 83.540	101.080
TILE FINISHER	8/22/2014	03/31/2015**	BF 22.060	8,530	3.440	0.700	0.400	1.090	8.0	36,220	47.250	D 47.250	58.280
RED CIRCLED FINISHER	8/22/2014	03/31/2015**	BF 27.750	8.530	3.67	1.300	0.300	1.100	8.0	42.650	56.530	D 56.530	70.400
TILE SETTER	8/22/2014	03/31/2015**	BF 38.240	8,530	4.67	2.350	0.590	1.680	8.0	56,060	75.180	D 75.180	94.300
WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3,200	0.78	BG 0.630	-	-	8.0	17.310	BH 23.660	вн 23.660	вн 23,660
PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.78	) BG 0.630	-	-	8.0	17.310	вн 23.660	вн 23.660	вн 23.660
HELPER	8/22/1998	12/31/1998*	10.380	3.200	0.78	) ві 0.520	-	-	8.0	14.880	вн 20.070	вн 20.070	вн 20.070
<u>FOOTNOTES</u>				The second secon				STORY OF THE PROPERTY OF THE P			And the second s		

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

### LOCALITY: SAN FRANCISCO COUNTY DETERMINATION: SFR-2015-1

- \* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT (415) 703-4774

  FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://www.dir.ca.gov/oprl/pwappwage/pwappwage/pwappwagestart.asp. to obtain # ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://www.dir.ca.gov/das/das.html.
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B AMOUNT INCLUDED IN FACTORING OVERTIME RATES.
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- I INCLUDED IN BASIC HOURLY RATE.
- J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- K IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- M RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- N PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- O 8 HOURS OF WORK IF MULTIPLE SHIFT IS WORKED.
- P RATE APPLIES TO THE FIRST 2 OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- Q SEVEN HOURS ON SATURDAY MAY BE WORKED AT THE DAILY OVERTIME RATE PROVIDED NO OVERTIME HOUR IS WORKED DURING THE WEEK.
- ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- S INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- T INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- U RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- W INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- X INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- Z EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$15.00 PER DAY ABOVE THE WAGE RATE.
- AA INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- TAB RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- NAC INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- AD DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AE INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AF INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.

### LOCALITY: SAN FRANCISCO COUNTY DETERMINATION: SFR-2015-1

- AG PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
- AH INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES.
- AI ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL \$10.00 PER DAY ABOVE THE WAGE RATE.
- RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AK ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
- AL INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.
- RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AN INCLUDES AN AMOUNT FOR VACATION/HOLIDAY.
- AO INCLUDES FUNDS FOR SUB/JURY DUTY, CRAFT, CONTRACT ADMINISTRATION/HIRING HALL, JURISDICTIONAL PROTECTION AND SCHOLARSHIP.
- AP RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 9 HOURS ON SATURDAY ONLY, ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AO THE FIRST 9 HOURS WORKED ON SATURDAY SHALL BE PAID AT TIME AND ONE-HALF.
- AR RATE APPLIES TO THE FIRST 2 OVERTIME HOURS ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AT RATE APPLIES TO THE FIRST 8 HOURS WORKED: ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AU INCLUDES AMOUNTS FOR LABOR MANAGEMENT AND PROMOTION FUND
- RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE.

  AV SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS AX EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AY RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 7 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AZ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- BA INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- BB RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.
- BC INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- BD INCLUDES \$0.03 FOR SCHOLAR FUND.
- BE THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.
- BG RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.88 AFTER 2 YEARS OF EMPLOYMENT.
- RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.
- BI RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.72 AFTER 2 YEARS OF EMPLOYMENT.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

#### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN FRANCISCO COUNTY

DETERMINATION: SFR-2015-1			INCR	EASE 1		INCRE	ASE 2		INCRI	EASE 3		INCRE	ASE 4	INCR	EASE 5	INCRE	ASE 6	INCRI	EASE 7
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUN'	CARCO CO 250	DATE OF NEXT CHANGE	AMOU OF INCREA		DATE OF NEXT CHANGE	AMOU OF INCREA		DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREAS	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
BRICK TENDER	2/22/2015	04/30/2015**	5/1/2015	\$0.40	Α	5/1/2016	\$0.80	Α	5/1/2017	\$1.20	Α	5/1/2018	\$1.40 A						Annual of the annual particle of Televi-
ELECTRICIAN:																			
COMM & SYSTEM INSTALLER	2/22/2015	05/31/2015**	6/1/2015	\$1.00	Α	12/1/2015	\$2.00	Α	12/1/2016	\$2.00	Α		1						
COMM & SYSTEM TECH.	2/22/2015	05/31/2015**	6/1/2015	\$1.00	Α	12/1/2015	\$2.00	Α	12/1/2016	\$2.00	Α								
INSIDE WIREMAN	8/22/2014	05/31/2015**	6/1/2015	\$3.25	Α	6/1/2016	\$3.25	Α	6/1/2017	\$3.75	Α								
CABLE SPLICER	8/22/2014	05/31/2015**	6/1/2015	\$3.25	Α	6/1/2016	\$3.25	Α	6/1/2017	\$3.75	Α								
FIELD SURVEYOR:																			
B CHIEF OF PARTY	2/22/2015	02/29/2016**	3/1/2016	\$2.00	Α	3/1/2017	\$2.00	Α								.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
B INSTRUMENTMAN	2/22/2015	02/29/2016**	3/1/2016	\$2.00	Α	3/1/2017	\$2.00	Α											
B CHAINMAN/RODMAN	2/22/2015	02/29/2016**	3/1/2016	\$2.00	Α	3/1/2017	\$2.00	Α											
PAINTER:																			
BRUSH AND SPRAY	2/22/2015	12/31/2015**	1/1/2016	\$2.00	Α	1/1/2017	\$1.75	Α					1						
INDUSTRIAL PAINTER	2/22/2015	12/31/2015**	1/1/2016	\$2.00	Α	1/1/2017	\$1.75	Α		1						MITTER TO THE TAXABLE MANAGEMENT			
SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2015	12/31/2015**	1/1/2016	\$2.00	Α	1/1/2017	\$1.75	Α	and the second discovering and facilities										
EXOTIC MATERIALS	2/22/2015	12/31/2015**	1/1/2016	\$2.00	Α	1/1/2017	\$1.75	Α		]									
PAPERHANGER/WALLCOVERING	2/22/2015	12/31/2015**	1/1/2016	\$2.00	Α	1/1/2017	\$1.75	Α					1						
PLASTERER	8/22/2014	06/30/2015**	7/1/2015	\$1.70	Α	7/1/2016	\$1.70	Α											
C PLASTER TENDER	8/22/2014	06/30/2015**	7/1/2015	\$1.25	D	Name of the second							1	in the same of the same of the			1		
PLUMBER: PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2014	06/30/2015**	7/1/2015	\$3.50	Α	7/1/2016	\$3.50	Α											
PLUMBING SERVICE AND REPAIR	8/22/2014	06/30/2015**	7/1/2015	\$2.98	Α	7/1/2016	\$2.98	Α								***************************************			
AIR CONDITIONING & REFRIGERATION/HVAC - SERVICE WORK	8/22/2014	06/30/2015**	7/1/2015	\$3.50	Α	7/1/2016	\$3,50	Α		-									
LANDSCAPE/IRRIGATION PIPEFITTER	8/22/2014	06/30/2015**	7/1/2015	\$2.98	Α	7/1/2016	\$2.98	Α						The second secon					
UNDERGROUND/UT!LITY PIPEFITTER SPRINKLER FITTER (FIRE	8/22/2014	06/30/2015**	7/1/2015	\$2.98	Α	7/1/2016	\$2.98	Α											
PROTECTION AND FIRE CONTROL SYSTEMS)	2/22/2015	08/02/2015**	8/3/2015	\$2.00	Α	8/1/2016	\$3,00	Α	7/31/2017	\$3.75	Α							Version and the second	
E TERRAZZO FINISHER	8/22/2014	06/30/2015**	7/1/2015	\$0.75	Α	7/1/2016	\$1.00	Α	7/1/2017	\$1.00	Α	7/1/2018	\$1.25 A						
E TERRAZZO WORKER	8/22/2014	06/30/2015**	7/1/2015	\$1.25	Α	7/1/2016	\$1.50	Α	7/1/2017	\$1.75	Α	7/1/2018	\$2.00 A						
TILE FINISHER	8/22/2014	03/31/2015**	4/1/2015	\$1.14	Α					1									
RED CIRCLED FINISHER	8/22/2014	03/31/2015**	4/1/2015	\$1.14	Α								Charles						
TILE SETTER	8/22/2014	03/31/2015**	4/1/2015	\$1.75	Α							adadhaada ah aa aa ah ah ah ah	]		the finance of the same of the			e de la composition della comp	
<u>FOOTNOTES</u>																			

#### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

#### LOCALITY: SAN FRANCISCO COUNTY

DETERMINATION: SFR-2015-1

- THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT AT A (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- B ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- C ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
- D \$0.25 TO HEALTH & WELFARE AND \$1.00 TO PENSION.
- E THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

SFR-2015-1-INC

## Attachment 4

Prevailing Wage Determination

Important Notices from
The State of California
Department of Industrial Relations

STATE OF CALIFORNIA Gray Davis, GOVERNOR

### DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102



P.O. Box 420603 San Francisco CA 94142-0603

November 5, 2001

# IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING THE NEW AMENDMENTS TO LABOR CODE SECTION 1720(a)

The passage of Senate Bill 975 (Chapter 938), effective January 1, 2002, codifies existing Department of Industrial Relations' administrative decisions on appeal and determinations regarding the above referenced statute. This statute, among other things, also expands the definition of "public funds" for purposes of the Prevailing Wage Law and adds "installation" to the definition of construction. Chapter 938 also provides for certain specified exemptions to the new definition of "public funds."

In accordance with SB 975, its terms will be strictly enforced for all public works projects advertised for bids on or after January 1, 2002, except for those projects that that would have been covered under the Department's public works coverage determinations or decisions on appeal made precedential prior January 1, 2002, in which case there is an independent basis for enforcement of projects advertised for bid prior to January 1, 2002.

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

February 8, 2002

### IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING INSPECTION AND SOILS AND MATERIALS TESTING

Dear Public Official/Other Interested Party:

This notice provides clarification to many questions from the public regarding the scope of work of the testing and inspection determinations. In addition, it answers many questions from the public regarding work performed by architects and engineers.

Attached please find letters from Operating Engineers Local Union No. 3 dated February 4, 2002, and Operating Engineers Local Union No. 12 dated December 6, 2001, clarifying the scope of work for the following determinations:

### SOUTHERN CALIFORNIA

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, page 10E

### SAN DIEGO COUNTY

BUILDING CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, page 27C

### NORTHERN CALIFORNIA

OPERATING ENGINEER (Heavy and Highway Work): Group 6 (Soils and Materials Tester), page 39 OPERATING ENGINEER (Building Construction): Group 6 (Soils and Materials Tester), page 40A

Scope of work for each of these classifications has been posted on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

When referring to questions 7 and 8 in the letters from Operating Engineers Local No. 3 and Local No. 12 respectively, please note that testing and inspection is covered at off-site manufacturing and/or fabrication facilities only if the off-site facility is determined covered under prevailing wage laws. If there are any questions pertaining to this area please contact the Division of Labor Statistics and Research at the above address. Please include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Please refer to an Important Notice dated December 29, 2000 for additional information pertaining to testing, inspection, and field surveying.

Sincerely,

Chuck Cake Chief Deputy Director

### STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



December 6, 2012

# IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING MODIFICATIONS OF THE PREDETERMINED INCREASES IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Parties:

The following is the modification of the predetermined increases for the following craft and classifications listed below:

CRAFT: Electrician

CLASSIFICATION(S): Sound Installer (All Shifts) and Sound Technician (All Shifts)

LOCALITY: Kern County

**DETERMINATION:** KER-2012-1 and KER-2012-2

The effective dates for the predetermined wage increases applicable to the classification(s) listed above have been modified as follows:

Instead of December 1, 2013, the new effective date is November 25, 2013.

Instead of June 1, 2014, the new effective date is May 26, 2014.

With the exception of the modifications stated above, predetermined increases, wage rates, and other conditions found in the above referenced prevailing wage determinations remain unchanged.



### OPERATING ENGINEERS LOCAL UNION No. 3

1620 SOUTH LOOP ROAD, ALAMEDA, CA 94502-7090 • (510) 748-7400 • FAX (510) 748-7401 Jurisdiction: Northern California, Northern Nevada, Utah, Wyoming, South Dakota, Hawaii and Mid-Pacific Islands Northern California によっています。 これによっています。 これによっていまり。 これによっ

February 4, 2002

Ms. Maria Y. Robbins, Deputy Chief California State Department of Industrial Relations Division of Labor Statistics and Research 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

RE: Prevailing Wage Determination - Soils and Materials Tester (SMT) On Site

Dear Ms. Robbins:

Please find enclosed the response of Operating Engineers Local Union No. 3 in support of a Prevailing Wage Determination for a Soils and Materials Tester as set forth in the Master Construction Agreement for Northern California.

The data enclosed, we believe, justifies and establishes the Scope of Work Conforming to SB1999 for a Soils and Materials Tester performing on-site work in Northern California.

We respectfully request that a conclusive determination be made that the wage rates and fringe benefit rates applicable to this classification are the prevailing wage for this type of work within the geographical jurisdiction established in the Master Agreement and are consistent with the requirements of SB1999.

Your continuing assistance is appreciated. If there are any further questions, do not hesitate to contact myself or Dean Dye at 510/748-7400.

Sincerely.

Robert E. Clark.

Director/Contracts Department

RECEIVED

Department of Industrial Relation

FEB 0 6 2002

Div. of Labor Statistics & Research Chief's Office

cc: Don Doser, Local 3 Business Manager
Dean Dyc, Director - Testing & Inspection Division
and Technical Engineers Division



### DEPARTMENT OF INDUSTRIAL RELATIONS STATE OF CALIFORNIA

# CLARIFICATION REQUEST - SOILS & MATERIALS TESTER (SMT) WITH

### **OPERATING ENGINEERS LOCAL 3'S RESPONSES**

1. Summarize the intent of the coverage of the SMT classification in your No. CA Master Agreement, which serves as the basis for the prevailing wage determination.

All visual, physical and non-destructive testing that is done at a jobsite, on-site lab, fabrication site (yard), or off-site lab used exclusively for covered work.

- 2. Define the following and indicate if done by the SMT classification:
  - a) Magnetic particle testing -- used for welding, laminations and other steel inspections; done by SMT
  - b) Non-destructive inspection -- used for welding, laminations and other steel inspections; done by SMT
  - c) Ultrasonic testing -- used for welding, laminations and other steel inspections; done by SMT
  - d) Keying -- excavation at the toe of a slope; done by equipment operator
  - e) Benching -- process of removing noncompacted or "soft" soil in order to properly place the compacted soil on unyielding materials; done by equipment operator
  - f) Scarifying -- process of ripping or otherwise preparing the existing surface; done by equipment operator
  - g) "Rolling of slopes" -- process of compacting the slope to the required density (also called "back rolling"); done by equipment operator
  - h) One-pointer -- test made to roughly determine the weight and maximum density of the soil being used as fill material; done by SMT
  - i) "Correction for rock" -- used during a compaction test to mathematically remove all oversize rock from the equation; done by SMT
- 3. Does lab work fall within the jurisdiction of the SMT? Does the on/off site location of the lab make a difference?

Lab work done offsite normally does not fall under the Construction Inspectors jurisdiction. If a field lab is set up at the project site in the field, it then falls under the Construction Inspectors jurisdiction.

4. What is the civil engineer's job when working with the SMT? Is the civil engineer covered under the scope of the SMT sections of the collective bargaining agreement (CBA)?

A Civil Engineer generally provides direction, plan interpretation and engineering type decisions. They may be either on- or off-site (depends on the nature of the project). They generally do not do the Construction Inspector type work; but if they do, then it is covered work.

## 5. The MLA (p.5) lists employees excluded from coverage. Does this imply that engineers and architects, project managers, off-site laboratory workers are excluded?

Engineers, Architects, Project Managers, off-site Lab Workers, as long as they do not perform the Construction Inspector work, would not be covered.

## 6. Some signatories perform mechanical & electrical inspections. Are these jobs covered under the Operating Engineers Agreement? If so, how is work performed?

We (OE3) consider Mechanical Inspectors to be covered by our CBA, therefore the prevailing wage (at the SMT rate) would be paid. Electrical should be covered work by the electrical craft.

## 7. Regarding manufacturing sites, if inspectors visit plants, is that inspection of the plant and its processes covered under the Agreement, is that the intent of SB1999?

Steel fab shops, concrete and asphalt batch plants, prestressed yard and fabrication shop, etc. (such as those for piles & girders, gul lam beams) is covered work under the intent of SB1999, including mechanical and electric.

# 8. Are the following inspectors included in the scope of the agreement: Geotechnical, Concrete, Painting, Steel and Electrical?

Concrete, Steel, Painting and Electrical Inspectors are covered work. Also Inspectors such as Roofing, Mechanical (HVAC), Suspended Ceiling, Plumbing, Geotechnical (unless registered Geologists/Engineer is specifically required by the plans & specs) Masonry, Fireproofing, Gul lam beams, Shotcrete, etc. In essence all inspection as required by the Uniform Building Code (UBC) is considered covered work.

### 9. Is visual observation inspection covered? For example: Using tape measures...

The Construction/Special Inspector shall observe the work for conformance......" is part of the UBC requirements. The majority of inspection work is visually by nature. Slump of concrete, length of weld, depth of footings, pile caps, width of footings, pile caps etc. are but a short list of work that a Construction Inspector would use a tape measure for.

# 10. What is the difference between a Geotechnical Inspector and a Geotechnical Engineer? Are they covered under the Operating Engineer Agreement?

A Geotechnical Engineer normally would be a registered person with a college degree. They may be a Geologist/Engineer in training also. Geotechnical Engineer performs/supervises the analyses, design and documents preparation associated with the geotechnical aspects of the project. They would not normally be covered, unless doing Construction Inspector work.

A Geotechnical Inspector ascertains through inspection and/or testing that the Geotechnical Engineer's requirements/recommendations are complied with. A Geotechnical Inspector would normally be covered.

# 11. Is a Project Manager whose duties include weekly meetings, approving, contracts, managing engineers, managing subcontracts and preparing monthly reports be covered under the CBA?

A Project Manager, (who would normally not be doing construction inspection work) would not be covered.

12. Is a Resident Engineer whose duties include logging correspondence amongst contractors and subcontractors, performing soil, concrete, masonry, and HVAC tests, and acting as a liaison between contractors and engineers be covered?

Resident Engineers, normally a professional registered person is not covered unless doing Construction Inspector work (such as performing soils, concrete, masonry & HVAC tests).

13. Is the SMT an apprenticeable classification?

Yes.

14. Is inspection of bridges and piers covered under the SMT classification under Operating Engineers Local #3's agreement?

Yes.

The following, in addition to the above, are also considered covered inspection work: high strength bolting; shearwall & diaphragms; metal connectors, anchors or fasteners for wood construction; piling; drilled piers; caissons; bolts installed in concrete; post tensioning steel; pre-stressed steel. Also includes, but not limited to, underground construction (sewers, gas lines, drainage devices, water lines, backfilling, welding, bedding). SMT rates apply.

SMT Classification February 4, 2002 Page 3 mer;opeiu-3-afl-cio(3)



### INTERNATIONAL UNION OF

WM. C. WAGGONER
Business Manager
and
General Vice-President

### OPERATING ENGINEERS

December 6, 2001

RECEIVED

Department of Industrial Relation

DEC 11 2001

Div. of Labor Statistics & Research

Via Fax & U.S. Postal Service

Maria Y. Robbins, Deputy Chief State of California Department of Industrial Relations Division of Labor Statistics & Research 455 Golden Gate Avenue, Eighth Floor San Francisco, CA 94102

Re: Building Construction Inspector (BCI) and Field Soils and Material Tester (FSMT)
Classifications

Dear Ms. Robbins:

Pursuant to your request for clarification contained in your November 20, 2001 correspondence we submit the following:

1. What is the difference between the Building Construction Inspector (BCI) and the Field Soils and Materials Tester (FSMT) classifications? There appears to be some overlap of duties. Could you summarize the intent of the coverage between Southern California Contractors Association, Inc. and the International Union of Operating Engineers Local No. 12, which serves as the basis for the prevailing wage determination?

As stated in our June 5, 2001 correspondence to your office, a Building Construction Inspector (BCI) is a licensed inspector who generally works under the direction of a registered civil engineer. The BCI is used when higher stresses are involved, e.g., welding, reinforced concrete, masonry, non-destructive testing and other related disciplines. The term "building inspector" or "construction inspector" has the same meaning as "special inspector." The BCI classification is meant to include inspection of all structures, including but not limited to, residential and commercial buildings, bridges, piers, warehouses, oil/water tanks, docks, refineries, heavy highway construction, underground construction, water works, sewers, water reclamation, flood control, dams, dredge, etc.

A field soils and material tester (FSMT) performs a variety of duties. They include special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests.

Occasional overlap of duties may occur between the BCI and FSMT, such as taking concrete specimens in the field, however, one must look at the overall scope of work/duties to determine the proper prevailing wage/rate classification.

### INTERNATIONAL UNION OF OPERATING ENGINEERS

2. How is grading inspection different when performed by a BCI or by a FSMT?

"Grading inspection is generally the work of a FSMT. The City of Los Angeles certifies/licenses grading inspectors whose duties are similar, but more stringent than those of the FSMT. The grading inspector in the Los Angeles area is covered under the BCI classification/wage rate.

- 3. Please define the following and identify which classification performs this work:
  - a) Magnetic particle testing
  - b) Nondestructive inspection
  - c) Ultrasonic testing
  - d) Keying
  - e) Benching
  - f) Scarifying
  - g) "Rolling of slopes"
  - h) One-pointer
  - i) "Correction for rock"
- a) b) c) Magnetic and ultrasonic testing are two different forms of non-destructive testing (NDT). They use mechanical devices to check defects in structures such as welds. The use of magnetic and ultrasonic waves in the evaluation process does not cause any damage to the structure, hence, the term non-destructive testing. Other forms of non-destructive testing include radiography (x-rays) and penetrant testing. All of this work is that of the BCI.
- d) <u>Keying in</u> is benching into existing material while filling up an adjacent fill, to bind the two areas (materials) together, eliminating the chance of a soft or uncompacted area in between the two materials or areas. A "stair-step" procedure is usually used.
- e) Benching is using a piece of equipment (usually a dozer) to cut into existing material while filling up an adjacent fill, to bind the two areas (materials) together. This eliminates the chance of soft or uncompacted area in-between the two materials or areas. A "stair-step" procedure is usually used.
- f) Scarifying is a procedure performed by equipment that rips up existing material approximately one foot deep, then processing that material by watering and mixing it.
- g) Rolling of Slopes is a compaction technique used on the slopes of a new fill area. The time required for compaction on the slope of a fill is the same as the required compaction on the top of the fill.
- h) A <u>One-Pointer</u> is one test made on the soil by a field soils and material tester (or FSMT).
- i) <u>Correction for Rock</u> is a calculation made for oversized rock in soil, done by a field soils and material tester (FSMT).

Items a, b and c are performed by the BCI. Items d, e, f, g, h and i are performed by the FSMT.

# INTERNATIONAL UNION OF OPERATING ENGINEERS

To perform items a, b, and c, the individual would have to obtain certification as required by the agency. If certified, for example, in "Ultrasonic Testing," one could perform FSMT work and then move to BCI work if certified to do so.

4. Does lab work fall within the jurisdiction of the BCI? Does the on/off site location of the lab make a difference?

No, lab work is not covered. If a lab is located on-site and the individual stays "inside" the lab, there is no coverage. However, if the individual goes on-site and performs "field work," then he or she is covered for all hours worked.

5. What is the civil engineer's job when working with the BCI or FSMT? Is the civil engineer covered under the scope of the BCI or FSMT sections of the collective bargaining agreement (CBA)?

The civil engineer usually acts in a supervisory role, directing the BCI or FSMT activities. The civil engineer work would not be covered unless he or she performs "field work."

6. The Master Labor Agreement (page 5) lists employees excluded from coverage. Does this imply that engineers, architects, project managers and off-site laboratory workers are excluded?

Yes.

7. Some signatories perform mechanical & electrical inspections. Are these jobs covered under the Operating Engineers agreement? If so, how is work performed?

Not covered.

8. When inspectors visit manufacturing sites, is the inspection of the plant and its processes covered under the agreement? Is that the intent of SB 1999?

Yes, pursuant to the agreement. The intent of SB1999 was to further define coverage in the public work arena.

9. Are the following inspectors included in the scope of the agreement: Geotechnical, Concrete, Painting, Steel and Electrical?

Geotechnical, yes. Concrete, yes. Painting, no. Steel, yes. Electrical, no.

10. Is visual observation inspection (e.g., using tape measures) covered?

Yes. Visual inspection is a component of the Inspector's duties.

11. What is the difference between a Geotechnical Inspector and a Geotechnical Engineer? Are they covered under the Operating Engineer agreement?

A Geotechnical Inspector is "on-site" performing the "field work" and is covered. The

### INTERNATIONAL UNION OF OPERATING ENGINEERS

Geotechnical Engineer is usually "in-house," a supervisory position, "off-site."

12. Is a project manager whose duties include weekly meetings, approving contracts, managing engineers, managing subcontracts and preparing monthly reports covered under the CBA?

No.

13. Is a resident engineer whose duties include logging correspondence amongst contractors and subcontractors, performing soil, concrete, masonry and HVAC tests, and acting as a liaison between contractors and engineers covered?

When a Resident Engineer <u>logs correspondence among contractors and subcontractors</u> the work is not covered. When the Resident Engineer <u>acts as a liaison between contractors and engineers</u>, the work is not covered. When performing soil, concrete or masonry tests, the work is covered. HVAC tests are not covered.

14. Is the BCI an apprenticeable classification?

Yes.

15. Is the FSMT an apprenticeable classification?

Yes.

16. Is inspection of bridges and piers covered under the BCI and/or FSMT classifications under your agreement?

Yes. Please see the coverage language in the CBA. Both classifications are covered pertaining to bridge work.

We hope the information provided herein is beneficial to you. Please call this office if you should have any questions.

Sincerely,

Fred C. Young, Financial Secretary.

I. U. O. E., Local Union No. 12

Fred C. Young

FCY:smc

cc: David Lanham, Contract Compliance

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603



December 29, 2000

### IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING INSPECTION, FIELD SURVEYING AND SOILS TESTING

The passage of Senate Bill 1999 (Chapter 881), effective January 1, 2001, codifies existing Department of Industrial Relations administrative decisions, determinations and regulations concerning the above referenced work. This work when done on or in the execution of a "Public Works" project requires the payment of prevailing wages. In accordance with SB 1999, Inspection and Testing determinations will be strictly enforced for all public works projects advertised for bids on or after January 1, 2001. Field surveying determinations have been and will continue to be enforced for all public works projects.

The classifications that perform this work have been published in the Director's General Prevailing Wage Determinations for over 20 years and can be found on the Basic Trades pages (Building Inspection, Soils Testing) and on the individual county sheets (Field Surveying). For the basic trades, please use the following determinations:

### SOUTHERN CALIFORNIA

**OPERATING ENGINEER**, Group 2 (Soils Field Technician), page 7 **BUILDING CONSTRUCTION INSPECTOR (OPERATING ENGINEER)**, page 10E

#### SAN DIEGO COUNTY

OPERATING ENGINEER, Group 2 (Soils Field Technician), page 25
BUILDING CONSTRUCTION INSPECTOR (OPERATING ENGINEER), page 10E

### NORTHERN CALIFORNIA

**OPERATING ENGINEER** (Heavy and Highway Work): Group 6 (Soils and Materials Tester), page 39 **OPERATING ENGINEER** (Building Construction): Group 6 (Soils and Materials Tester), page 40A

Advisory scope of work covered by each of these classifications has been posted on the Internet at http://www.dir.ca.gov/DLSR/PWD. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

In addition, Director's precedential Public Works coverage determinations concerning inspection and testing work will be enforced for all public works projects advertised for bids on or after the dates the precedential decisions were designated as such. For determinations of the applicability of prevailing wage requirements to other work covered by SB 1999, please contact the Division either via fax number or by mailing your request to the address indicated above. Requests of this nature should include all of the relevant documents including, but not limited to, the contract for the work and a detailed description of the work to be performed. Future clarifications regarding the scope and application of Senate Bill 1999, if needed, will be posted on the DLSR website and mailed to those on the Prevailing Wage mailing list.

# DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR San Francisco, CA 94102 455 Golden Gate Avenue, 10th Floor

ADDRESS REPLY TO: P.O. Box 420603

San Francisco CA 94142-0603

March 4, 2002

# Important Notice to Awarding Bodies and Other Interested Parties Regarding Shift Differential Pay in the Director's General Prevailing Wage Determinations

Dear Public Official/Other Interested Parties:

The Director's General Prevailing Wage Determinations includes shift differential pay for various crafts used on public works projects. This notice is to clarify the worker's eligibility to receive the shift differential pay when working on a public works project. Please note that not all crafts have shift differential pay published in the Director's General Prevailing Wage Determinations.

When a worker is required to work a regular shift, he/she must be paid the applicable craft rate from the Director's General Prevailing Wage Determinations for the construction activity he/she is performing. However, when a worker is required to work a shift outside of normal working hours, he/she must be paid the shift differential pay according to the shift he/she is working. For example, if only one shift is utilized for the day, and the work being performed is during the hours typically considered to be a swing (second) shift or graveyard (third) shift, the worker employed during the hours typically considered to be a swing shift or graveyard shift must be paid the shift differential pay for the shift he/she is working. If multiple shifts are used for the day, the worker working on the second or third shift must be paid according to the shift he/she is working.

Please refer to the contract provisions posted on the Internet at <a href="www.dir.ca.gov/DLSR/PWD">www.dir.ca.gov/DLSR/PWD</a> for the working hours applicable to the craft/classification published in the Director's General Prevailing Wage Determinations, which has a swing shift and/or a graveyard shift.

Sincerely,

Chief Deputy Director

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603



March 5, 2003

### IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice provides clarification and updates the June 27, 2002, Important Notice regarding the applicable rate of pay for work involving the installation of burglar and fire alarms.

In the following counties, the minimum rate of pay for burglar alarm installation would be that of the craft/classification of Electrician/Comm & System Installer: Los Angeles and Orange.

In the following counties, the minimum rate of pay for fire alarm installation would be that of the craft/classification of Electrician/Comm & System Installer: Contra Costa, Orange, and Santa Clara.

In Imperial and San Diego Counties only, the minimum rate of pay for burglar alarm and fire alarm installation would be that of the craft/classification of Electrician/Sound & Signal Technician.

Please note that the minimum rate of pay for all conduit installation associated with either alarm system installation would be that of the craft/classification of Electrician/Inside Wireman.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

For questions on burglar alarm and/or fire alarm installation in any county not addressed above or in the Important Notice issued June 27, 2002, please send a written request to the above address. Please note that type of work/rate of pay determinations are issued on a project-by-project basis. Requests should include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

These changes apply to public works projects advertised for bid on or after March 15, 2003.

Sincerely,

Chuck Cake Acting Director STATE OF CALIFORNIA Gray Davis, **GOVERNOR** 

### DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor

San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603 CA 94142-0603

June 27, 2002

### IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice provides clarification regarding the applicable classifications for work involving the installation of burglar alarms and fire alarms.

Burglar alarm installation is performed at the minimum rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Mariposa, Merced, Nevada, Placer, Plumas, Sacramento, San Luis Obispo, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

Burglar alarm installation is performed at the minimum rate of pay of the Electrician determination for Comm & System Installer in the following counties: Contra Costa, Del Norte, Fresno, Humboldt, Imperial, Inyo, Kings, Lake, Madera, Marin, Mendocino, Mono, Monterey<sup>a</sup>, San Benito<sup>a</sup>, San Bernardino, San Diego, San Francisco, Santa Barbara, Santa Clara, Santa Cruz<sup>a</sup>, Sonoma, Tulare and Ventura. Please note that if the installation of the burglar alarm and fire alarm are integrated, then the classification for the fire alarm installation listed below applies.

Fire alarm installation is performed at the rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Fresno<sup>b</sup>, Glenn, Humboldt, Imperial, Inyo, Kern, Kings<sup>b</sup>, Lake, Lassen, Los Angeles, Madera<sup>b</sup>, Marin, Mariposa, Mendocino, Merced, Mono, Monterey<sup>a</sup>, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito<sup>a</sup>, San Bernardino, San Diego, San Francisco, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz<sup>a</sup>, Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare<sup>b</sup>, Tuolumne, Ventura, Yolo and Yuba.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

For questions on burglar alarm and/or fire alarm installation in any county not listed above, please send a written request to the above address. Please note that classification determinations are issued on a project-by-project basis. Requests should include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Sincerely,

Chuck Cake Chief Deputy Director

Onuce Cake

<sup>&</sup>lt;sup>a</sup> Installation of conduit, boxes, cables and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.

<sup>&</sup>lt;sup>b</sup> Conduit installation and wire pull are performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm and System Installer rate.

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10<sup>th</sup> Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603 CA 94142-0603

San Francisco



March 11, 2003

# IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE TELEPHONE INSTALLATION WORKER

Based upon the attached communications dated February 20, 2002, from Bill Quirk of the Communications Workers of America to Chuck Cake, Acting Director of the Department of Industrial Relations, the Office of the Director has determined the following:

Effective March 21, 2003, for all projects advertised for bids as of this date and prospectively which involve voice, data, and video communications work, the scope of work for this determination is clarified to exclude conduit work except in cases involving conduit runs of less than or equal to ten (10) feet within telecommunications rooms/closets.

ID:

### Bill Quirk - Conduit issues

From:

Bill Quirk

To:

ccake

Date:

02/20/2002 5:10 PM ·

Subject:

Conduit issues

>>> Bill Quirk Wodnesday, Folkwary 20, 2002 3:27:57 PM->>>

Door Chuck,

hope the information below will help you.

For C7 licensed contractors with whem CWA holds a collective bargaining agreement in the State of California, I believe the following statement covers 95 % of work performed by our members.

The scope of work that CWA monitors perform requires the running of conduit from time to time. This conduit work is typically coincidental to Telecommunications work and normally in telecommunications rooms? closets, Usually the conduit run is not larger than 10 feet.

Sincerely.

Bill Quink Assistant to Vice President Communications Workers of America, District 9 DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



February 25, 2004

### IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice amends the March 5, 2003, Important Notice regarding the minimum rate of pay for work involving the installation of burglar and fire alarms in Imperial and San Diego Counties.

The minimum rate of pay for burglar and fire alarm installation would be that of the craft/classification of Electrician/Soundman when performing the following: installing, terminating, operating, assembling, wire pulling, splicing, and installing devices.

The minimum rate of pay for burglar and fire alarm installation would be that of the craft/classification of Electrician/Sound and Signal Technician when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.

Please note that the minimum rate of pay for all conduit installation associated with either alarm system installation would be that of the craft/classification of Electrician/Inside Wireman.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

These changes apply to public works projects advertised for bid on or after March 6, 2004.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, Tenth Floor
San Francisco, CA 94102
(415) 703-5050



May 3, 2004

### IMPORTANT NOTICE

### DECISIONS ON APPEAL

TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING THE APPLICATION AND SCOPE OF PUBLIC WORKS COVERAGE DETERMINATIONS:

PW CASE NO. 2000-027: CUESTA COLLEGE/OFF-SITE FABRICATION OF SHEET METAL

#### AND

PW CASE NO. 2002-064: CITY OF SAN JOSE/SJSU JOINT LIBRARY PROJECT/ OFF-SITE FABRICATION OF ELECTRICAL COMPONENTS

On March 4, 2003, the Acting Director of the Department of Industrial Relations issued the above-referenced precedential public works coverage determinations concerning public works coverage of off-site fabrication. As a result of the filing of administrative appeals from these determinations pursuant to 8 California Code of Regulations, section 16002.5, the implementation of the public works coverage tests enunciated in the determinations was stayed effective March 4, 2003.

The appeals are decided and, effective immediately, the determinations are withdrawn. The prior precedential public works coverage determinations and decisions on appeal concerning the issues in these determinations control. (See, Imperial Prison II, South, PW 92-036 (April 5, 1994) and San Diego City Schools/Construction of Portable Classrooms, PW 1999-032 (June 23, 2000).)

John M. Rea

Acting Director

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, Tenth Floor
San Francisco, CA 94102
(415) 703-5050



April 13, 2005

RE: Enforcement of Prevailing Wage Obligations for On-Haul and Off-Haul Trucking By Owner-Operators Not Employed by Material Suppliers

Dear Interested Parties:

This notice is in response to the various letters I have received regarding enforcement of prevailing wage obligations for owner-operator truck drivers hauling material and equipment to and from public works sites.

It has been this Department's policy that owner-operators, including owner-operator truckers, performing public work must be paid prevailing wages. It appears, however, and as some of you have acknowledged, the majority of the Department's enforcement of prevailing wage obligations has concerned owner-operators (of any kind) performing work within a public works site. 2

In light of the Department's enforcement experience and its current consideration of appropriate wage rates for owner-operators performing on-haul and off-haul trucking, enforcement of prevailing wage obligations for such work is stayed pending DLSR's establishment of the appropriate rates, including a formula for applying them to the unique circumstances of owner-operator compensation.<sup>3</sup>

In addition, the rates established by DLSR for owner-operator truckers performing off-haul and on-haul deemed to be public work will be applicable to all work advertised for bid on or after the date of the rates issued by DLSR.  $^4$ 

Sincerely,

/s/John M. Rea Acting Director

\_\_\_

<sup>&</sup>lt;sup>1</sup> Under O. G. Sansone Co. v. Department of Transportation (1976) 55 Cal.App.3d 434, 458, 127 Cal.Rptr. 799, this excludes owner-operators employed by material suppliers.

<sup>&</sup>lt;sup>2</sup> Almost all prevailing wage complaints involving owner-operators performing on-haul and off-haul trucking appear to have come in after the request for a determination or after the issuance of the determination.

 $<sup>^3</sup>$  Labor Compliance Programs are required to enforce prevailing wage obligations in a manner consistent with the enforcement policies of DLSE (title 8, California Code of Regulations, section 16434). Thus, Labor Compliance Programs are directed to observe the same stay policy as described herein.

<sup>&</sup>lt;sup>4</sup> Consistent with the Department's enforcement policy, if an awarding body does not advertise the public works project for bid, other benchmarks events, including the first written memorialization of the agreement concerning the public works elements of project or the contract governing the award of public funds will be utilized instead. See e.g., Baldwin Park Market Place, City of Baldwin Park, Public Works Case No. 2003-028, October 16, 2003.

### STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

November 10, 2005

### IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

Based on a recent investigation conducted by the Department, it has been determined that the minimum rate of pay for fire alarm installation work in **Los Angeles County** would be that of the craft(s)/classification(s) contained in the Southern California Ninth District Sound and Communications Agreement by and between International Brotherhood of Electrical Workers and National Electrical Contractors Association. These craft(s)/classification(s) include the following:

Electrician/Communication and System Installer Electrician/Communication and System Technician Electrician/Sound Electrician

These changes apply only prospectively to public works projects advertised for bid on or after November 20, 2005.

To view the current rates and scope of work provisions for these craft(s)/classification(s), please visit our Internet website at http://www.dir.ca.gov/DLSR/PWD. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

### STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



November 22, 2005

### SUMMARY OF IMPORTANT NOTICES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

The Department has issued four important notices (June 27, 2002, March 5, 2003, February 25, 2004, and November 10, 2005) regarding the prevailing rate of pay for burglar alarm and fire alarm installation. Each important notice has only prospective effect (applies only to projects advertised for bids on or after the tenth day of issuance). The tables on the following two pages provide a summary of the applicable rates of pay by county for burglar and fire alarm installation as contained in each of the important notices issued for these types of work. The information in these tables **does not** alter the applicable rates of pay issued in the aforementioned important notices.

Please note that minimum rate of pay determinations are issued on a "project-by-project basis." If you have a public works project in one of the counties listed in the tables that indicates "project-by-project basis," you may request a minimum rate of pay determination prior to the bid advertisement date of the project by sending a written request to the address below. Each request should include all the relevant documents that would assist the Department in issuing a determination. These documents include but are not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

Table 1: Burglar Alarm Installation

		Effective Date of Rates °	
	7/7/2002 - 3/14/2003	3/15/2003 - 3/5/2004	3/6/2004 - Present
COUNTY	(///)/2002 - 9/ (#/2000	0/10/2003 - 9/3/2004	J/J/2004 - 1 Tesellt
Alameda	Designation Designation		
Alpine Alpine	Project-by-Project Basis Electrician: Inside Wireman		
Amador	Electrician: Inside Wireman		
Butte	Electrician: Inside Wireman		***************************************
Calaveras	Project-by-Project Basis	***************************************	
Colusa	Electrician: Inside Wireman		
Contra Costa	Electrician: Comm & System Installer		
Del Norte	Electrician: Comm & System Installer	**************************************	***************************************
El Dorado	Electrician: Inside Wireman		
Fresno	Electrician: Comm & System Installer		
Glenn	Electrician: Inside Wireman	7	
Humboldt	Electrician: Comm & System Installer	***************************************	77777
		Flactrician, Cound & Cianal Tech	Electrician: Soundman b
Imperial	Electrician: Comm & System Installer	Electrician: Sound & Signal Tech	Electrician: Soundman
Inyo	Electrician: Comm & System Installer		
Kern	Project-by-Project Basis Electrician: Comm & System Installer	? <sub>?;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;</sub>	***************************************
Kings Lake	Electrician: Comm & System Installer		
Lassen	Electrician: Inside Wireman		
Los Angeles	Project-by-Project Basis	Electrician: Comm & System Install	Or
Madera	Electrician: Comm & System Installer	Liectician, Comm & System instan	CI
Marin	Electrician: Comm & System Installer		
Mariposa	Electrician: Inside Wireman		
Mendocino	Electrician: Comm & System Installer		
Merced	Electrician: Inside Wireman	<del></del>	***************************************
Modoc	Project-by-Project Basis		
Mono	Electrician: Comm & System Installer		
Monterey	Electrician: Comm & System Installer <sup>a</sup>		
Napa	Project-by-Project Basis		
Nevada	Electrician: Inside Wireman		
Orange	Project-by-Project Basis	Electrician: Comm & System Install	ег
Placer	Electrician: Inside Wireman		
Plumas	Electrician: Inside Wireman		
Riverside	Project-by-Project Basis		
Sacramento	Electrician: Inside Wireman		
San Benito	Electrician: Comm & System Installer a		
San Bernardino	Electrician: Comm & System Installer		
San Diego	Electrician: Comm & System Installer	Electrician: Sound & Signal Tech	Electrician: Soundman <sup>b</sup>
San Francisco	Electrician: Comm & System Installer	Liestrician, obuna a olginar recin	JEICOTICIAN, COUNTRIAN
San Joaquin	Project-by-Project Basis		
San Luis Obispo	Electrician: Inside Wireman		
San Mateo	Project-by-Project Basis		
Santa Barbara	Electrician: Comm & System Installer		
Santa Clara	Electrician: Comm & System Installer	***************************************	
Santa Cruz	Electrician: Comm & System Installer <sup>a</sup>		
Shasta	Electrician: Inside Wireman		
Sierra	Electrician: Inside Wireman	***************************************	
Siskiyou	Project-by-Project Basis	Managed 1 (1)	· · · · · · · · · · · · · · · · · · ·
Solano	Project-by-Project Basis		***************************************
Sonoma	Electrician: Comm & System Installer		
Stanislaus	Electrician: Inside Wireman	***************************************	
Sutter	Electrician: Inside Wireman		
Tehama	Electrician: Inside Wireman		
Trinity	Electrician: Inside Wireman		
Tulare	Electrician: Comm & System Installer		
Tuolumne	Electrician: Inside Wireman		
Ventura	Electrician: Comm & System Installer		
	Electrician: Inside Wireman		
Yuba	Electrician: Inside Wireman		

### NOTES:

<sup>&</sup>lt;sup>a</sup> Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Communication and System Installer rate.

<sup>&</sup>lt;sup>b</sup> The Soundman rate applies when installing, terminating, operating, assembling, wire pulling, splicing, and installing devices. The Sound & Signal Tech rate applies when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.

<sup>&</sup>lt;sup>c</sup> Each wage decision reflecting a craft(s)/classification for a given time period remains in effect for each subsequent time period unless superseded by another wage decision.

Table 2: Fire Alarm Installation

	Effective Date of Rates e		
	7/7/2002 - 3/14/2003 3/15/2003 - 3/5/2004 3/6/2004 - 11/19/2005 11/20/2005 - Present		
COUNTY			
Alameda	Project-by-Project Basis		
Alpine	Electrician: Inside Wireman		
Amador	Electrician: Inside Wireman		
Butte	Electrician: Inside Wireman		
Calaveras	Project-by-Project Basis		
Colusa	Electrician: Inside Wireman		
Contra Costa	Electrician: Inside Wireman   Electrician: Comm & System Installer		
Del Norte	Electrician: Inside Wireman		
El Dorado	Electrician: Inside Wireman		
Fresno	Electrician: Inside Wireman <sup>a</sup>		
Glenn	Electrician: Inside Wireman		
Humboldt	Electrician: Inside Wireman		
Imperial	Electrician: Inside Wireman   Electrician: Sound & Signal Tech   Electrician: Soundman °		
Inyo	Electrician: Inside Wireman		
Kern	Electrician: Inside Wireman		
Kings	Electrician: Inside Wireman <sup>a</sup>		
Lake	Electrician: Inside Wireman		
Lassen	Electrician: Inside Wireman		
Los Angeles	Electrician: Inside Wireman Electrician: Comm & System Installer		
Madera	Electrician: Inside Wireman <sup>a</sup>		
Marin	Electrician: Inside Wireman		
Mariposa	Electrician: Inside Wireman		
Mendocino	Electrician: Inside Wireman		
Merced	Electrician: Inside Wireman		
Modoc	Project-by-Project Basis		
Mono	Electrician: Inside Wireman		
Monterey	Electrician: Inside Wireman <sup>b</sup>		
Napa	Project-by-Project Basis		
Nevada Orange	Electrician: Inside Wireman Project-by-Project Basis Electrician: Comm & System Installer		
Placer	Project-by-Project Basis   Electrician: Comm & System Installer Electrician: Inside Wireman		
Plumas	Electrician: Inside Wireman		
Riverside	Electrician: Inside Wireman		
Sacramento	Electrician: Inside Wireman		
San Benito	Electrician: Inside Wireman <sup>b</sup>		
San Bernardino	Electrician: Inside Wireman		
San Diego	Electrician: Inside Wireman   Electrician: Sound & Signal Tech   Electrician: Soundman °		
San Francisco	Electrician: Inside Wireman		
San Joaquin	Project-by-Project Basis		
San Luis Obispo	Electrician: Inside Wireman		
San Mateo	Project-by-Project Basis		
Santa Barbara	Electrician: Inside Wireman		
Santa Clara	Electrician: Inside Wireman   Electrician: Comm & System Installer		
Santa Cruz	Electrician: Inside Wireman <sup>b</sup>		
Shasta	Electrician: Inside Wireman		
Sierra	Electrician: Inside Wireman		
Siskiyou	Project-by-Project Basis		
Solano	Project-by-Project Basis		
Sonoma	Electrician: Inside Wireman		
Stanislaus	Electrician: Inside Wireman		
Sutter	Electrician: Inside Wireman		
Tehama	Electrician: Inside Wireman		
Trinity	Electrician: Inside Wireman		
Tulare	Electrician: Inside Wireman <sup>a</sup>		
Tuolumne	Electrician: Inside Wireman		
Ventura	Electrician: Inside Wireman		
Yolo	Electrician: Inside Wireman		
Yuba	Electrician: Inside Wireman		
-	·		

#### NOTES:

- <sup>a</sup> Conduit installation is performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm & System Installer rate.
- b Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.
- <sup>c</sup> The Soundman rate applies when installing, terminating, operating, assembling, wire pulling, splicing, and installing devices. The Sound & Signal Tech rate applies when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.
- <sup>d</sup> The rates for the craft(s)/classification(s) of Electrician: Comm & System Tech and Electrician: Sound Electrician also apply.
- <sup>e</sup> Each wage decision reflecting a craft(s)/classification for a given time period remains in effect for each subsequent time period unless superseded by another wage decision.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



December 22, 2006

# IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective on January 1, 2007, the minimum wage in California will increase to seven dollars and fifty cents (\$7.50) per hour. Effective on January 1, 2008, the minimum wage in California will increase to eight dollars (\$8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

#### STATE OF CALIFORNIA

Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



February 22, 2007

# IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE DETERMINATIONS ISSUED ON FEBRUARY 22, 2007 FOR METAL ROOFING SYSTEMS INSTALLER (PAGES 2J - 2J-15)

Dear Public Official/Other Interested Party:

The Division of Labor Statistics and Research (DLSR) found through the Metal Roofing Systems (Commercial Construction) Statewide Wage and Benefits Survey that there is insufficient or no data to establish a mode for metal roofing in Alpine, Colusa, Del Norte, Glenn, Imperial, Inyo, Kern, Kings, Lake, Mariposa, Merced, Modoc, Mono, Nevada, Plumas, San Benito, San Luis Obispo, Santa Cruz, Sierra, Sutter, Tehama, Trinity, and Tuolumne counties. The Director of Industrial Relations determined that the minimum acceptable rate for metal roofing in these counties would be one of the four rates which DLSR publishes as prevailing through broad areas of California (i.e. the Carpenter, Iron Worker, Roofer and Sheet Metal Worker rates published in the General Prevailing Wage Determinations).

These will remain the minimum rates unless and until the rate is successfully challenged, in the context of a specific job with payroll evidence that another rate prevails, under Labor Code Section 1773.4 (for a specific project) or should another party submit payroll data showing that there is a single rate prevailing in a broad labor market which includes these counties or for one of these counties, via petition meeting the requirements of under Title 8, California Code of Regulations section 16302. We will require, as the survey did, actual payroll data linked to a project on which a metal roof was installed by the worker paid that rate. Please note that in the successfully challenged county(ies), a wage and benefits survey will be conducted to determine the prevailing wage rate for this type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



May 10, 2007

### IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING OVERTIME ON PUBLIC WORKS

The Department has received several inquiries regarding whether it would be appropriate to refer to the contract provisions for a craft, classification, or type of worker in cases where the prevailing wage is based on a collective bargaining agreement to determine the overtime requirements for public works.

Contract provisions that allow for employees to work alternative workweek schedules in which they may work more than 8 hours per day without overtime pay do not apply to work performed on public works. The laws and regulations governing prevailing wages require that employees of contractors on public works be paid not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours per day and 40 hours during any one week. In addition, overtime compensation may be required at a higher rate than 1-1/2 times the basic rate of pay, for less than 40 hours in a standard workweek, or for less than 8 hours in a calendar workday as specified in the prevailing wage determination. Contractors are required to pay overtime pursuant to Labor Code sections 1810-1815 and as indicated in the prevailing wage determination. Therefore, please refer to Labor Code sections 1810-1815 and the prevailing wage determination and not the contract provisions for each particular craft, classification, or type of worker to obtain the applicable requirements for overtime hours and rates of pay.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10<sup>th</sup> Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8



# IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE DEPARTMENT'S DECISION TO DISCONTINUE THE USE OF PRECEDENT DETERMINATIONS

"As part of the Department of Industrial Relations' ("DIR") continuing review of Office of Administrative Law determinations and Governor Schwarzenegger's Executive Order S-2-03, the Division of Labor Statistics and Research ("DLSR") will no longer rely on Government Code section 11425.60 and will no longer designate public works coverage determinations as "precedential." The determinations should be considered advice letters directed to specific individuals or entities about whether a specific project or type of work is public work subject to prevailing wage requirements. DLSR is in the process of redesigning the web page for public works coverage determinations but, in the interim, will leave previously posted determinations on the website as a source of information for the public until the replacement web page is available.

Posted public works coverage determination letters provide an ongoing advisory service only. The letters present the Director of DIR's interpretation of statutes, regulations and court decisions on public works and prevailing wage coverage issues and provide advice current only as of the date each letter is issued. In attempting to relate this advice to your own matter, care must be taken to ensure that the advice has not been superseded by subsequent legislative or administrative action or court decisions. Where there is an inconsistency between a statute, regulation or court decision and a public works coverage determination letter, statutory, regulatory or case law is controlling."

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8



# CORRECTION OF THE IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE DEPARTMENT'S DECISION TO DISCONTINUE THE USE OF PRECEDENT DETERMINATIONS

"As part of the Department of Industrial Relations' ("DIR") continuing review of Office of Administrative Law determinations and Governor Schwarzenegger's Executive Order S-2-03, DIR will no longer rely on Government Code section 11425.60 and will no longer designate public works coverage determinations as "precedential." The determinations should be considered advice letters directed to specific individuals or entities about whether a specific project or type of work is public work subject to prevailing wage requirements. DLSR is in the process of redesigning the web page for public works coverage determinations but, in the interim, will leave previously posted determinations on the website as a source of information for the public until the replacement web page is available.

Posted public works coverage determination letters provide an ongoing advisory service only. The letters present the Director of DIR's interpretation of statutes, regulations and court decisions on public works and prevailing wage coverage issues and provide advice current only as of the date each letter is issued. In attempting to relate this advice to your own matter, care must be taken to ensure that the advice has not been superseded by subsequent legislative or administrative action or court decisions. Where there is an inconsistency between a statute, regulation or court decision and a public works coverage determination letter, statutory, regulatory or case law is controlling."

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



December 27, 2007

# IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective on January 1, 2008, the minimum wage in California will increase to eight dollars (\$8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



July 1, 2008

### IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE PREVAILING WAGE APPRENTICE SCHEDULES/APPRENTICE WAGE RATES

Effective July 1, 2008, the determination, issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards.

To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

#### **Certification Form**

I,	the undersigned, am
(Name-print)	
	with the authority to act for and on behalf of
(Position in organization)	
	, certify under penalty of perjury
(Name of organization)	
that the records or copies thereo:	f submitted and consisting of
	are the originals or true, full and correct copies
(Description, no. of pages)	
of the originals.	
Date:	Signature:

#### STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



October 20, 2008

Clarification of the Notice dated October 8, 2008 for the off-the-site Hauling of Construction Materials

This is a clarification based on questions and comments from industry sources that should help employers and unions better respond to the previously mailed and posted request for data to determine prevailing wage rates for off-the-site hauling of construction materials.

DLSR is requesting information from three sources for off-the-site hauling: a) the construction employers who employ drivers to haul materials to and from the construction site, b) the material suppliers, and c) the trucking companies who haul construction materials.

The following is provided to help clarify the information DLSR has requested:

- A description of the trucks as to type (dump, low boy, transit mixer, etc.) and their size (cubic yards, number of axles\*, tonnage, or gross vehicle weight, etc.) that are used as the basis for the different pay rate classifications.
- Provide the actual payroll records that show the peak day of employment for each county (peak day is defined as the single day when the greatest number of workers perform the off-the-site hauling in the last 12 months and the rates these employees were paid).
- The construction site where the deliveries were made or material was picked up will determine the County for counting peak employment.
- Both public and private work are to be combined in submitting data.
- For purposes of this investigation, it is possible that the same employee can be counted two or more times if the employee worked more than one county on the same day.
- Likewise, an employee-driver can be counted two or more times if the driver worked at more than one pay rate classification on the same day.

Note this request for information is only for workers engaged in hauling of construction materials off-thesite of construction. The payroll records must be submitted to support the data provided above. If necessary, the payroll records may be supplemented with written comments to further explain the data.

#### Confidentiality:

Individual employer or employee wage data or payroll information provided is confidential and will be used for statistical purposes only. Direct testimony given at a public hearing is not confidential

Gregory Govan, Chief Tel. (415) 703-4780 Fax (415) 703-4771

\*Dump truck types may be described by their number of axles include:

3-axle and 4-axle dumps.

5-axle dumps broken out as necessary into:

a.) bottom dumps

c.) transfers

b.) end dumps

d.) side dumps

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



January 26, 2009

### IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING PREVAILING WAGE DETERMINATIONS FOR RESIDENTIAL PROJECTS

The Division of Labor Statistics and Research (DLSR) will no longer issue residential wage rates as special prevailing wage determinations pursuant to the California Code of Regulations Section 16202. Effective January 26, 2009, the DLSR will make available on demand residential prevailing wage determinations for those crafts/classifications which are on file with the DLSR to any interested party upon request. This does <u>not</u> alter the basis for determination, it only improves the availability of these determinations to the regulated public.

As defined under the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. The residential determinations will apply only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general prevailing wage rates found in the Director's General Prevailing Wage Determinations.

To obtain residential determinations, please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations Division of Labor Statistics and Research P.O. Box 420603 San Francisco, CA 94142-0603

It is anticipated that residential determinations will be updated semi-annually as are the Director's General Prevailing Wage Determinations. An important notice will go up on DLSR's website when residential determinations are updated. If you are obtaining residential determinations and your project is not immediately advertised for bids, please refer to these important notices to make sure you are using the residential determinations in effect at the time a project is advertised for bids.

If you have any questions, please contact the Division of Labor Statistics and Research at the aforementioned address or call (415) 703-4780 and ask for the Prevailing Wage Analyst of the Week.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8



February 22, 2009

#### IMPORTANT NOTICE TO AWARDING BODIES, OTHER INTERESTED PARTIES, AND CD RECIPIENTS REGARDING THE GENERAL PREVAILING WAGE DETERMINATIONS FOR THE CRAFT OF DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

The Department of Industrial Relations ("Department") conducted a wage investigation to determine the prevailing wage rate(s) for the craft of Driver (On/Off-Hauling to/from a Construction Site). Based on the results of this investigation, the Department has issued statewide prevailing wage determinations for the classifications of Dump Truck Driver and Mixer Truck Driver (see pages 2L-1 through 2L-6 and pages 2K-1 through 2K-16, respectively). These determinations will be applicable to public works projects advertised for bids on or after March 4, 2009.

The Department determined that the Dump Truck Driver rates found in the Teamsters Master Labor Agreement for on-site construction also set the prevailing rate for On/Off-Hauling to/from a Construction Site for Marin, Napa, Solano, Sonoma, and Yolo Counties. Based on the results of this investigation, this on-site determination does not apply to any other counties for On/Off-Hauling to/from a Construction Site. To find the applicable rate(s) for the Dump Truck Driver classification in Marin, Napa, Solano, Sonoma, and Yolo Counties, please refer to the prevailing wage determination for the craft of Teamster (Applies only to Work on the Construction Site) found on pages 55, 56, and 56A of the Director's General Prevailing Wage Determinations.

For CD recipients, please note the correction that determination NC-23-261-4-2005-1 for the craft of Driver (On/Off-Hauling to/from a Construction Site), page 59, is no longer applicable to public works projects advertised for bids on or after March 4, 2009. To obtain the current determinations for this craft, please visit our website at <a href="http://www.dir.ca.gov/DLSR/PWD/Statewide.html">http://www.dir.ca.gov/DLSR/PWD/Statewide.html</a> on or after March 4, 2009, or contact the Prevailing Wage Unit at (415) 703-4774.

ADDRESS REPLY TO:

P.O. Box 420603

CA 94142-0603

San Francisco



August 22, 2009

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA LABORERS' GENERAL PREVALING WAGE DETERMINATION

The classifications and type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized by the Department of Industrial Relations in the **August 22**, 2009 issuance of the Southern California Laborers' general determination, **SC-23-102-2-2009-1**. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The Department of Industrial Relations has not recognized the amendments under Article 1 in the Memorandum of Agreement. The following classifications have not been adopted for public works projects:

#### Group 1

Concrete Curb and Gutter Laborer Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper Expansion Joint Caulking by any method (including preparation and clean-up) Laborer, Concrete Traffic Control Pilot Truck, Vehicle Operator in connection with all Laborers' work

#### Group 2

Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout)
Irrigation Laborer

#### Group 3

Bushing Hammer Guardrail Erector/Guardrail Builder Shot Blast Equipment Operator (8 to 48 inches) Small Skid Steer Loader

#### Group 4

Concrete Handworking by any method or means Industrial Pipefitter Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

#### Group 5

Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller Directional Boring Drill Operator/Horizontal Directional Boring Driller

#### Group 6

Boring System Electronic Tracking Locator/Horizontal Directional Drill Locator

#### STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8



August 22, 2009

### IMPORTANT NOTICE REGARDING THE SAN DIEGO LABORERS' (ENGINEERING CONSTRUCTION) GENERAL PREVAILING WAGE DETERMINATION

The classifications of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the **August 22**, 2009 issuance of the San Diego Laborers' (Engineering Construction) general determination, **SD-23-102-3-2009-1**. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

#### Group 1

Concrete Curb and Gutter Laborer Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper Expansion Joint Caulking by any method (including preparation and clean-up) Laborer, Concrete

#### Group 2

Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout) Irrigation Laborer

#### Group 3

Bushing Hammer Guardrail Erector Shot Blast Equipment Operator (8 to 48 inches)

#### Group 4

Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

#### Group 5

Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8



August 22, 2009

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA AND SAN DIEGO LANDSCAPE/IRRIGATION LABORER/TENDERS' GENERAL PREVAILING WAGE DETERMINATIONS

The classifications and types of work listed below, as identified in the Laborers' 2008-2012 Landscape Master Agreement by and between the Southern California District Council of Laborers and Valley Crest Landscape Development, Inc., have not been published or recognized by the Department of Industrial Relations in the August 22, 2009 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tenders' general determinations, SC-102-X-14-2009-2 and SD-102-X-14-2009-2. The rates associated with these unrecognized classifications and types of work **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications and types of work have not been adopted for public works

#### projects: Classifications

- Landscape/Irrigation Equipment Operator
- Landscape/Irrigation Truck Driver

#### Types of Work

- The operation of horizontal directional drills, including operation of drill and electronic tracking device (locator) and related work.
- Installation and cutting of pavers and paving stones.
- Operation of pilot trucks.
- \*The operation of all landscape/irrigation equipment and landscape/irrigation trucks.

<sup>\*</sup> This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33-2009-1), Operating Engineers (SC-23-63-2-2009-2 and SD-23-63-3-2009-2), and Teamster (SC-23-261-2-2009-1 and SD-23-261-3-2009-2) in all the Southern California counties, including San Diego County.

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603

February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA IRON WORKERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is performed by **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Iron Workers 2007-2010 Master Labor Agreement, between District Council of Iron Workers of the State of California and vicinity and Iron Worker Employers State of California and a portion of Nevada, were not published or recognized for the Los Angeles, San Diego, and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Southern California Iron Workers' general determination, C-20-X-1-2009-1 and continuing with any subsequent Southern California Iron Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy systems) SHALL NOT be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:
P.O. Box 420603

San Francisco

CA 94142-0603



February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA LABORERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized for the Los Angeles and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Southern California Laborers' general determination, SC-23-102-2-2009-1 and continuing with any subsequent Southern California Laborers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) SHALL NOT be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA CARPENTERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is performed by **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Carpenters 1998-2011 Master Labor Agreement, between Southern California Conference of Carpenters and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc., Southern California Contractors Association and Millwright Employers Association, were not published or recognized for the **Los Angeles and Imperial Counties** by the Department of Industrial Relations starting with the **August 22**, 2009 issuance of the Southern California Carpenters' general determination, **SC-23-31-2-2009-1** and continuing with any subsequent Southern California Carpenters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603



February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA TEAMSTERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Teamsters 2009-2010 Southern California Construction Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council #42 and Teamsters Local Union #87, Affiliated with the International Brotherhood of Teamsters were not published or recognized for **Los Angeles and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Teamsters' general determination, **SC-23-261-2-2009-1** and continuing with any subsequent Southern California Teamsters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO LABORERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties.** The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89, were not published or recognized for the San Diego County by the Department of Industrial Relations starting with the August 22, 2009 issuance of the San Diego Laborers' (Engineering Construction) general determination, SD-23-102-3-2009-1 and continuing with any subsequent San Diego Laborers' (Engineering Construction) general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) SHALL NOT be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO: *P.O. Box 420603 CA 94142-0603* 

San Francisco

February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO LABORERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2009-2012 San Diego Laborers' (Building Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89, were not published or recognized for the San Diego County by the Department of Industrial Relations starting with the August 22, 2009 issuance of the San Diego Laborers' (Building Construction) general determination, SD-23-102-4-2009-1 and continuing with any subsequent San Diego Laborers' (Building Construction) general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) SHALL NOT be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA PLUMBERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the LOS-2009-2, SDI-2009-2, and IMP-2009-2 General Prevailing Wage Determinations.

The type of work listed below, as identified in the Plumbers 2006-2011 Master Labor Agreement for the Plumbing and Piping Industry of Southern California, between Southern California Pipe Trades District Council No.16 of the United Association and California Plumbing and Mechanical Contractors Association, were not published or recognized for the **Los Angeles, San Diego, and Imperial Counties** by the Department of Industrial Relations starting with the **August 22, 2009** issuance of the Southern California Plumbers' general determination, **LOS-2009-2, SDI-2009-2 and IMP-2009-2** and continuing with any subsequent Southern California Plumbers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar systems; all solar systems and components thereof) **SHALL NOT** be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603



February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE LOS ANGELES GLAZIERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2008-2011 Los Angeles Glaziers' Memorandum of Agreement and the 2005-2010 Los Angeles Glaziers Master Labor Agreement by and between Painters and Allied Trades District Council No. 36 and Southern California Glass Management Association, were not published or recognized for the **Los Angeles County** by the Department of Industrial Relations starting with the **August 22**, 2009 issuance of the Los Angeles Glaziers' general determinations, **LOS-2009-2** and continuing with any subsequent Los Angeles Glaziers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar heat collectors containing glass or glass substitutes) **SHALL NOT** be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO AND IMPERIAL GLAZIERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties.** The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2008-2011 San Diego Glaziers' Memorandum of Agreement and the 2005-2010 San Diego Glaziers Master Labor Agreement by and between Painters and Allied Trades District Council No. 36 and Tower Glass, Inc., were not published or recognized for the San Diego and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the San Diego and Imperial Glaziers' general determinations, SDI-2009-2 and IMP-2009-2 and continuing with any subsequent San Diego and Imperial Glaziers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar heat collectors containing glass or glass substitutes) SHALL NOT be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603



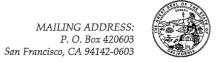
February 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO AND IMPERIAL SHEET METAL WORKERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Sheet Metal Workers Addendum to the Standard Form of Union Agreement A-01-05 by and between Sheet Metal Workers International Association, Local Union 206 and the San Diego Chapter of the Sheet Metal and Air Conditioning Contractors National Association, were not published or recognized for the San Diego and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the San Diego and Imperial Sheet Metal Workers' general determinations, SDI-2009-2 and IMP-2009-2 and continuing with any subsequent San Diego and Imperial Sheet Metal Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar systems) SHALL NOT be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



June 15, 2010

### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE RACEWAYS AND CONDUIT SYSTEM WORK IN SAN FRANCISCO COUNTY

Dear Public Official/Other Interested Parties:

The San Francisco Superior Court in Northern California District Council of Laborers v. California Department of Industrial Relations, Case No. CPF-10-510339, has ordered the Department of Industrial Relations to rescind the "Notice Regarding Advisory Scope of Work for Electrician: Inside Wireman General Prevailing Wage Determination in San Francisco County" and the "Notice Regarding Advisory Scope of Work for the Northern California Laborers' General Prevailing Wage Determination."

These notices have been rescinded and were removed from the Department's website on May 27, 2010.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



July 26, 2010

# IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING A CORRECTION IN THE <u>FEBRUARY 22, 2010</u> "NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA CARPENTERS' GENERAL PREVAILING WAGE DETERMINATION"

On February 22, 2010, the Division of Labor Statistics and Research issued the "Notice Regarding Advisory Scope of Work for the Southern California Carpenters' General Prevailing Wage Determination."

In reviewing the notice on our website, the carpenters notice contains a typographical error in the last sentence of paragraph 1, "the minimum rate of pay for work in question is performed by Electricians: Inside Wiremen..."

The correct wording should be as follows, "the minimum rate of pay for the work in question is – Electricians: Inside Wiremen..."

Attached is the corrected notice.

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

July 26, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA CARPENTERS' GENERAL PREVAILING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the **installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties**. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- **Electricians: Inside Wiremen** for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Carpenters 1998-2011 Master Labor Agreement, between Southern California Conference of Carpenters and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc., Southern California Contractors Association and Millwright Employers Association, were not published or recognized for the **Los Angeles and Imperial Counties** by the Department of Industrial Relations starting with the **August 22**, 2009 issuance of the Southern California Carpenters' general determination, **SC-23-31-2-2009-1** and continuing with any subsequent Southern California Carpenters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.

ADDRESS REPLY TO:

P.O. Box 420603

CA 94142-0603

San Francisco



August 22, 2010

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SHEET METAL WORKERS' GENERAL PREVAILING WAGE DETERMINATIONS

Please note that the gutters, downspouts, and metal flashing work listed in the Labor Agreement between the Sheet Metal Workers International Association Local 162 and Sheet Metal and Air Conditioning Contractors National Association, were not recognized for the Alpine, Calaveras, Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tuolumne Counties by the Department of Industrial Relations starting with the August 22, 2010 issuance of the Sheet Metal Workers' general determinations, ALP-2010-2, CAL-2010-2, FRE-2010-2, KIN-2010-2, MAD-2010-2, MER-2010-2, SJO-2010-2, STA-2010-2, and TUO-2010-2 and continuing with any subsequent Alpine, Calaveras, Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tuolumne Sheet Metal Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (gutters, downspouts, and metal flashing) SHALL NOT be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102



March 4, 2011

#### NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA AND SAN DIEGO LANDSCAPE/IRRIGATION LABORER/TENDERS' GENERAL PREVAILING WAGE DETERMINATIONS

The classifications and types of work listed below, as identified in the Laborers' 2008-2012 Landscape Master Agreement by and between the Southern California District Council of Laborers and Valley Crest Landscape Development, Inc., have not been published or recognized by the Department of Industrial Relations in the **August 22**, 2010 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tender general determinations, **SC-102-X-14-2010-1** and **SD-102-X-14-2010-1** and continuing with any subsequent Southern California (including San Diego) Counties Landscape/Irrigation Laborers/Tender general determinations until superseded by the Director. The rates associated with these unrecognized classifications and types of work **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications and types of work have not been adopted for public works

#### projects: Classifications

- Landscape/Irrigation Equipment Operator
- Landscape/Irrigation Truck Driver

#### Types of Work

- The operation of horizontal directional drills, including operation of drill and electronic tracking device (locator) and related work.
- Installation and cutting of pavers and paving stones.
- Operation of pilot trucks.
- \*The operation of all landscape/irrigation equipment and landscape/irrigation trucks.

<sup>\*</sup> This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33), Operating Engineers (SC-23-63-2 and SD-23-63-3), and Teamster (SC-23-261-2 and SD-23-261-3) in all the Southern California counties, including San Diego County.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102



March 4, 2011

### IMPORTANT NOTICE REGARDING THE SAN DIEGO LABORERS' (ENGINEERING CONSTRUCTION) GENERAL PREVAILING WAGE DETERMINATION

The classifications of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the August 22, 2010 issuance of the San Diego Laborers' (Engineering Construction) general determination, SD-23-102-3-2010-1 and continuing with any subsequent San Diego Laborers' (Engineering Construction) general determination until superseded by the Director. The rates associated with these unrecognized classifications SHALL NOT be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

#### Group 1

Concrete Curb and Gutter Laborer Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper Expansion Joint Caulking by any method (including preparation and clean-up) Laborer, Concrete

#### Group 2

Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout) Irrigation Laborer

#### Group 3

Bushing Hammer Guardrail Erector Shot Blast Equipment Operator (8 to 48 inches)

#### Group 4

Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

#### Group 5

Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102



September 1, 2011

### IMPORTANT NOTICE REGARDING THE SAN DIEGO TUNNEL WORKER (LABORER-ENGINEERING CONSTRUCTION) GENERAL PREVAILING WAGE DETERMINATION

The classifications of work listed below, as identified in the 2011-2012 San Diego Tunnel Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the **August 22, 2011** issuance of the San Diego Tunnel Worker (Laborer) general determination, **SD-23-102-5-2011-1** and continuing with any subsequent San Diego Tunnel Worker (Laborer-Engineering Construction) general determination until superseded by the Director. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

#### Group I

Batch Plant Laborer

#### Group III

Tunnel Concrete Finisher

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



September 1, 2012

### IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE APPRENTICE PREVAILING WAGE RATES

Effective September 1, 2012, the determination, issuance and publication of the apprentice prevailing wage rates have been reassigned by the Department of Industrial Relations from the Division of Apprenticeship Standards to the Office of the Director – Research Unit.

The apprentice rates will be posted online on September 17, 2012. Until this time, please use the Division of Apprenticeship Standards apprentice rates at <a href="http://www.dir.ca.gov/DAS/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/DAS/PWAppWage/PWAppWageStart.asp</a>.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 1515 Clay Street, 17<sup>th</sup> Floor Oakland, CA 94612 Tel: (415) 703-5050 Fax: (415) 703-5059/8



December 24, 2012

## IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING A NEW AMENDMENT TO LABOR CODE SECTION 1720(a)(1)

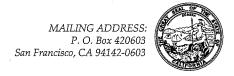
The passage of Assembly Bill 1598 (Chapter 810), effective January 1, 2013, modifies the definition of installation to include the assembly and disassembly of freestanding and affixed modular office systems.

Labor Code section 1720, subdivision (a)(1) now includes the following language:

"For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."

In accordance with Assembly Bill 1598, its terms will be strictly enforced for all public works projects advertised for bids on or after January 1, 2013.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



March 4, 2014

# IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective July 1, 2014, the minimum wage in California is nine dollars (\$9.00) per hour. Effective January 1, 2016, the minimum wage in California is ten dollars (\$10.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



March 4, 2015

#### IMPORTANT NOTICE TO 2015-1 CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT/CLASSIFICATION: Painter: Taper

**DETERMINATIONS**: KIN-2015-1, MAD-2015-1, and TUL-2015-1 **LOCALITIES**: All localities within Kings, Madera, and Tulare Counties.

The link to the contract provision for travel and subsistence published in the 2015-1 CD for the above referenced counties are inaccessible or cannot be opened.

To access the travel and subsistence provision, please visit our website @ <a href="http://www.dir.ca.gov/oprl/DPreWageDetermination.htm">http://www.dir.ca.gov/oprl/DPreWageDetermination.htm</a> or contact the Office of the Director — Research Unit @ 415-703-4774.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

March 4, 2015

# IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE CRAFT/CLASSIFICATION OF ELECTRICIAN/SOUNDMAN

Determination: IMP-2015-1 and SDI-2015-1

Craft/Classification: Electrician: Soundman (all shifts)

Locality: Imperial and San Diego Counties

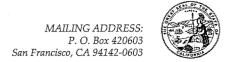
The craft/classification of Electrician: Soundman has been deleted from the 2014 - 2019 Sound Agreement by IBEW Local 569 and San Diego Chapter, NECA. Therefore, there is no longer a basis for the Department of Industrial Relations to recognize the Soundman classification in General Prevailing Wage Determinations IMP-2015-1 in Imperial County and SDI-2015-1 in San Diego County. The Soundman classification has been deleted from the above referenced determinations and will no longer be in effect for public works projects advertised for bids on or after March 4, 2015.

This notice also updates the two tables that were issued with the important notice dated November 22, 2005, regarding the applicable rate of pay for work involving the installation of burglar and fire alarms. Effective for projects advertised for bids on or after March 4, 2015 in Imperial and San Diego Counties, the minimum rate of pay for **burglar alarm** and **fire alarm** installation would be that of the craft/classification of Electrician: Sound and Signal Technician.

Please note that the minimum rate of pay for all conduit installation associated with either alarm system installation would be that of the craft/classification of Electrician: Inside Wireman.

Please refer to the county determinations to find the rates for the craft/classifications referenced above. The scope of work for each classification is posted on the Internet at http://www.dir.ca.gov/oprl/DPreWageDetermination.htm. This information may also be requested from the Office of the Director – Research Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771, or by writing to:

California Department of Industrial Relations Office of the Director – Research Unit P.O. Box 420603 San Francisco, CA 94142 DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



March 13, 2015

# IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING CORRECTIONS TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Party:

**CRAFT:** Field Surveyor

**CLASSIFICATION:** Chief of Party, Instrumentman, Chainman/Rodman (Night Shift) **DETERMINATION:** ALA-2015-1, COL-2015-1, CON-2015-1, DEL-2015-1, ELD-2015-1, FRE-2015-1, HUM-2015-1, MAD-2015-1, MAR-2015-1, MAP-2015-1, MER-2015-1, MTY-2015-1, NAP-2015-1, PLA-2015-1, SAC-2015-1, SBE-2015-1, SFR-2015-1, SJO-2015-1, SMA-2015-1, STC-2015-1, STZ-2015-1, SHA-2015-1, SOL-2015-1, SON-2015-1, STA-2015-1, TRI-2015-1, TUL-2015-1, TUO-2015-1, and YOL-2015-1

LOCALITY: In all localities within Alameda, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Humboldt, Madera, Marin, Mariposa, Merced, Monterey, Napa, Placer, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Trinity, Tulare, Tuolumne, and Yolo Counties

The Daily, Saturday, Sunday and Holiday overtime hourly rates for the night shift are incorrect for the classifications of Chief of Party, Instrumentman, and Chainman/Rodman in the above referenced prevailing wage determinations.

The correct overtime hourly rates for the night shift should be as follows:

	Overtime Hourly Rate for Night Shift			
Classification	Daily	Saturday	Sunday/Holiday	
Chief of Party	\$85.11	\$85.11	\$104.15	
Instrumentman	\$80.48	\$80.48	\$97.97	
Chainman/Rodman	\$76.16	\$76.16	\$92.21	

With the exception of these corrections all of the wage rates and other conditions found in the above referenced determinations remain unchanged.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



March 19, 2015

#### IMPORTANT NOTICE TO CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Parties:

CRAFT/CLASSIFICATION: Terrazzo Finisher

**DETERMINATION:** SD-31-741-1-2014-1

LOCALITY: San Diego County

The Basic Hourly Rate published for the Terrazzo Finisher craft/classification in the above referenced determination that was issued on August 22, 2014 is incorrect.

The correct Basic Hourly Rate should be \$30.02, instead of \$29.70.

With the exception of this correction, all of the wage rates and other conditions found in the above referenced determination remain unchanged.

# Attachment 5

Prevailing Wage Determination

Agreement between the Parking and Garage Industry San Francisco and San Mateo Counties and Teamsters
Automotive and Allied Workers,
Local Union No. 665

# COLLECTIVE BARGAINING AGREEMENT BETWEEN

## SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

("Employer")

AND

### SEIU LOCAL #87, SERVICE EMPLOYEES INTERNATIONAL UNION

("Union")

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W. Tarangalan da and da and

This agreement is made and entered into this 1<sup>st</sup> day of August, 2012 by and between the San Francisco Maintenance Contractors Association, designated as the "Employer", and SEIU Local 87, Service Employees International Union, hereinafter designated as the "Union". It is understood that "Employer" as used below includes individual employers where appropriate.

#### SECTION I RECOGNITION

1.1 The employer recognizes the Union as the sole collective bargaining agent for all employees under the provisions of this Agreement.

#### **SECTION 2** NO DISCRIMINATION

- No employee of job applicant shall be discriminated against by the Employer or by the union because of race, color, creed, age, sex, sexual orientation, national origin, union membership, lawful union activities or for any other reason inconsistent with applicable state or federal law including the laws regarding sexual harassment. There shall be no difference in wages paid janitors because of their sex.
- Employee means all persons covered by this Agreement whether male or female and the use of masculine terms or pronouns shall include the feminine.

#### SECTION 3 UNION MEMBERSHIP, HIRING, CHECK-OFF

The Employer shall, at the time of hire, inform each new employee who comes under the scope of the Agreement, of the existence and terms of the Agreement.

Membership in good standing in the Union not later than the thirty first (31<sup>st</sup>) day following the beginning of employment shall be a condition of employment covered by this Agreement. As a condition of continued employment all Employees employed by an Employer subject to this Agreement shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is the later. Upon notice from the Union that any employee is not in good standing, the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself/herself in good standing with the Union before the expiration of the ten (10) day period herein mentioned, and before such discharge.

The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action from this Section 3.1.

For purposes of this section only, tender of the initiation fees not later than the thirtyfirst (31<sup>st</sup>) day following the date of employment and tender thereafter of the regular
monthly periodic dues uniformly required as condition of retaining membership shall,
for the purposes of this Agreement, constitute membership in good standing in the
Union.

(a) There shall be a sixty (60) shift probationary period for a new employee. This probationary period shall be applicable to each Employer for which the employee works until the new employee works more than sixty (60) shifts for one Employer. Thereafter, the new employee's probationary period shall be twenty (20) shifts for every other employer for whom the new employee works. An employer may consider a new employee to be subject to the sixty (60) shift probationary period unless the employee presents written confirmation from an Employer that he worked sixty (60) shifts. An Employer shall also provide a copy of such written confirmation to the Union.

- (b) Shifts worked for an Employer prior to the signing of this Agreement shall count toward the fulfillment of the probationary periods set forth above in (a).
- © During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.
- (d) The union shall be entitled to grieve terminations of probationary employees under a just cause standard if the union can establish that the employer is engaged in a pattern or practice of terminating probationary employees in order to prevent such employees from completing their probationary period, contractor shall have to demonstrate good cause before terminating probationary workers. As used herein, the term "pattern or practice" may only be established by the union proving that the employer, in the preceding twelve month period, has terminated probationary employees in a number which equals or exceeds 10 percent of the employer's workforce covered by this Agreement. In any proceeding arising from this section, the threshold issue to be decided is whether above-described pattern or practice exists, and only upon deciding that issue in favor of the union shall the employer be required to establish just cause.
- 3.4 When a new employee is hired, the Employer shall give such employee a written statement setting forth the union membership obligation stated in Section 3.1 and 3.2 above. The Union shall supply the Employer with forms for this purpose.
- 3.5 A copy of Exhibit C and a copy of this Section 3 shall be posted in the office of both Union and the employer where notice of employee and job applicants are customarily posted.
- 3.6 Should any dispute arise concerning the rights of the Employer, the Union, or the employees under this Section, the dispute shall be submitted to a neutral arbitrator in accordance with the arbitration procedure provided in this Agreement. Such decision shall be final and binding on the said Employer, Union, and employees.

3.7 Committee on Political Education (COPE) and or American Dream Fund. The Employer shall honor voluntary payroll deduction for COPE and or American Dream Fund for employees who have on record with the Employer current, written and signed authorization Cards for such payroll deductions. Such payroll deductions shall be made the first pay day period in April and the first pay period in September each year and remitted to the Union. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this section 3, or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.

- The Employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union. The Union shall advise the Employer of any adjustments made in membership dues in accordance with the Constitution and Bylaws of the Union.
- Membership dues shall be deducted in the following manner: Monthly dues shall be deducted one (1) month in advance; that is, February dues shall be deducted from the January paycheck and so on in a like manner. Deduction for monthly dues shall be made from the first paycheck of each calendar month commencing with the second month employment.
- 3.10 Deduction for initiation fees, in the cases of new employees not members of the Union, shall be deducted from the first paycheck received by such employees during the second month of their employment.
- 3.11 All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary- Treasurer of the Union not later than the twenty-fifth (25<sup>th</sup>) day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deduction made.
- 3.12 It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorizations from the individual affected.
- Once written employee authorization is received, the union and employees shall forever hold and save the employer harmless from any action or cause of action resulting from Section 3 herein, or from employer's reliance upon the authenticity or effectiveness of such authorization cards.

#### SECTION 4 VISITS BY UNION REPRESENTATIVES

- The Union Representative shall be allowed to visit the Employer's building for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall report to the Contractor's representative before proceeding through the building. If prior approval is needed for visitation, the Employer will set up the procedure for visitation. In the event the Union Representative wishes to go through the building, the employer may send a representative to accompany him or her. Said Union Representative shall not interfere with normal course of work in the building. The union will notify the employer via email with a minimum of four (4) hours notice in advance of such visits. It shall be the Employer's responsibility to provide the Union with a list of accounts which require prior approval. The Employer shall notify the Union of any special requirements of entry to a building and will make its best efforts to arrange for such entry for the Union official.
- 4.2 The Union shall be required to inform the Employer whenever a business representative begins or ends employment with the Union. The Union shall make this notification to the Employer's President or to his designee.

#### SECTION 5 WORKING CONDITIONS

- 5.1 If any employee is required or instructed by the Employer to wear a uniform or any specifically designated article of clothing or footwear (other than standard street shoes), the Employer shall furnish and maintain such apparel.
- 5.2 Employees on their part agree to take good care of such apparel and not to wear same except in the course of their duties during working hours, rest periods, and at lunchtime. The Union insignia may be worn by employees.
- Adequate locker space, containing a table and chairs or bench, shall be provided for the employees and shall be adequately heated and ventilated by any method of the Employer's selection. If necessary, the Union and employer shall determine where the employees may have their meal in the building. Employees shall be allowed to keep personal belongings in janitor closets located on the floors. These items will be taken home every day.

Employees will be allowed to drink water on their floor from any appropriate personal container, subject to client approval. In the event that it becomes an issue that the janitor does not have access to drinking water at a particular site the parties agree to meet and discuss this issue. The parties agree that, subject to existing rules on theft or other misconduct, no employee will be subject to discipline relating to personal drinking water.

No employee under this Agreement shall be required to clean cuspidors. This exemption, however, shall not apply to receptacles regularly used by patients in doctors' or dentists' offices nor sand boxes wherever located.

5.5 The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.

- Bulletin Board. The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting notices of official business of the Union. The Employer will provide a receptacle at or near such bulletin board in which the Union may place such notices of official business. The Union agrees that it will not distribute handbills, posters, or other literature on the Employer's property.
- 5.7 The Employer shall be required to furnish to an employee information concerning the amount of that employee's accrued vacation and sick leave under the following conditions:
  - (a) The employee must request from the Employer information concerning his accrued vacation and/or sick leave; and
  - (b) The employee may make a request for this vacation information no more than four times per calendar year. The employee may make a request for this sick leave information no more than four times per calendar year and the request must be made at the time an employee takes sick leave.

#### **SECTION 6 SENIORITY**

- 6.1 Seniority is the right that has accrued to employees through length of service under the terms of the collective bargaining agreement which entitles them to appropriate preference in layoffs, rehiring and vacation.
- Seniority shall be terminated by discharge for cause, resignation, retirement or failure 6.2 to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In addition, seniority with an employer for a temporary employee excluding temporary employees who are paid the top wage rate shall be terminated if that temporary employee fails to work at "least three (3) shifts for that Employer during any twelve (12) month period. Seniority with an Employer for an employee (excluding permanent employees regularly assigned to a building making the top wage rate) shall be terminated if that employee turns down a permanent assignment on the third time for which the employee is qualified and which assignment has been offered to the employee. Documentation of the refusal will be verified by the employer to the Union via email. Union will have five business days to verify the rejection of the offer by the employee, and if the union has not responded within that time period, the employee's rejection of the offer shall be deemed final. When a contractor takes over a particular building seniority for permanent employees will transfers to the new Employer.
- In a case of layoff, the Employer shall give a minimum of five (5) days' notice to the affected employee(s) or pay the employee an amount equivalent to the employee's wages for five (5) business days, based on the employee's normal wage, in lieu of such notice.

- Employees on layoff shall receive preference over all new hires in the event the Employer hires employees.
- When a permanent position becomes available, the Employer shall follow the provisions set forth in Exhibit C.

### SECTION 7 HOURS AND OVERTIME

- Seven and one-half (7 ½) hours within not more than eight and one-half (8 ½) hours shall constitute a day's work. A week's work shall consist of thirty-seven and one-half (37 ½) hours divided into five (5) consecutive seven and one-half (7 ½) hour working days, followed by two (2) consecutive days off. All employees who work in excess of seven and one-half (7 ½) hours per day within eight and one-half (8 ½) hours or thirty-seven and one half (37 ½) hours worked per scheduled work week, or five (5) consecutive days shall be paid at the rate of time and one-half (1 ½) for such excess.
- 7.2 Employees shall be entitled to a ten (10) minute rest period approximately in the middle of the first half-shift and a ten (10) minute rest period approximately in the middle of the second half-shift.
- 7.3 The Employer shall endeavor to distribute all scheduled overtime equally in each building insofar as practical among all the employees in a particular job classification. In each building, a schedule shall be maintained and posted, setting forth for a period

of at least a week in advance the days off, starting and quitting times, scheduled overtime and lunch period for each employee. A posted schedule shall not be changed with less than one (1) week's notice, except in circumstances beyond the control of the Employer or a mutual agreement between the parties. The Employer shall notify the Union if it changes the starting times for any shift or changes the days of the week in which the work will be performed.

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#### SECTION 8 WAGES

All full-time employees who currently receive \$18.65 per hour shall receive a twenty (\$0.20) cents per hour increase effective August 1, 2012. These rates shall remain in effect until August 1, 2013. On that date the above rate will increase by twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2014. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2015. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2016.

#### 8.2 PROGRESSION RATE FOR ALL EMPLOYEES:

The progression rate shall apply to all employees not covered by section 8.1. Employees shall be placed in the following categories based on the amount of hours they worked for an Employer since June 1, 1983. (Hours worked for different Employers may not be totaled to gain higher placement on the progression rate.) As the employee reaches the minimum hours in the next highest category, said employee shall receive the next highest rate. The wages rates shall be as follows:

#### **JANITOR**

Effective August 1, 2012			
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.035	\$14.97	\$16.915	\$18.850
Effective August 1, 2013	·		
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.175	\$15.130	\$17.095	\$19.050
Effective August 1, 2014			
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.315	\$15.290	\$17.275	\$19.250
Effective August 1, 2015			
0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
\$13.455	\$15.450	\$17.455	\$19.450

FOREPERSON: Fifty (\$0.50) cents or seventy-five (\$0.75) cents see Section 8.11

RESTROOM ATTENDANT: Five (\$0.05) cents effective 8/1/2015 see Section 8.14

#### RECYCLING COORDINATOR: See Letter of Understanding #2

- Part-time employees shall be paid as follows for a call of 2 hours or less...two (2) hours straight time pay. For a call of more than two (2) hours...pay for actual hours worked.
- 8.4 All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made there from.
- 8.5 At the Employer's discretion, wages may be paid either weekly or semimonthly. However, any Employer which is not now paying on a semi-monthly basis and which wishes to do so must give the Union ninety (90) days notice of its intent to change to paying wages on a semi-monthly basis.
- The Employer shall not be prevented from paying in excess "of the minimum rates. Any employee earning a wage higher than their progression rate in the contract will continue to receive the higher rate and including any negotiated wage increase. If a Foreperson is demoted from his/her position for just cause that person forfeits the foreperson pay. If a foreperson is removed from the building for business need and the Employer was not able to prove just cause then that Foreperson being removed or demoted keeps their Premium pay. Forepersons have the right to request the union be present in any meeting with the Employer that might involve disciplinary action."
- 8.7 The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank. The Union shall have the right to inspect all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement.
- In the event the Employer intentionally violates this Agreement by failing to pay the proper wage rate to an employee (except in cases of recognized clerical error), said Employer shall pay the employee an amount equal to double the proper wage rate for the period of violation.
- There shall be a twenty (\$.20) cents an hour premium for those employees working in the classifications and performing the duties of carpet and rug cleaning (including Wet Shampooing, Dry Cleaning, Dry Foam Shampooing, Steam Shampooing, Rider Operated Power sweeper and Rider Operated Scrubber).
- Forepersons with ten (10) or fewer employees shall receive fifty (\$.50) cents per hour in addition to the wage rate for which they are eligible. Forepersons with more than ten (10) employees shall receive a seventy five (\$.75) cents per hour in addition to the wage rate for which they are eligible.

- A forepersons main responsibility is to direct cleaning operations. The Employer shall not authorize forepersons to impose discipline or perform the following supervisory duties which includes: hiring, assigning permanent schedules or work areas, evaluating employees, adjusting grievances, or determining rates of pay in excess of the levels specified in this Agreement. Forepersons are not allowed to authorize employees who request to work their vacation. Foreperson need not be present when disciplinary action is imposed.
- When the regular foreperson is out on vacation, leave of absence, sick leave or disability for more than 5 days, the Employer's designated replacement, if necessary, to perform the duties of the foreperson shall receive the foreperson pay rate as designated in the contract.

#### 8.13 Restroom Attendant Pay

Full-time, fully dedicated restroom attendants will be paid an additional \$.05 per hour effective 8/1/2015

#### SECTION 9 PAYMENT FOR TRAVEL

- 9.1 An employee who is required to move from location to location in the course of performing a day's or night's work assignment shall be paid for all time spent in traveling between such locations.
- 9.2 An employee who is requested or required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed at the established actual federal rate per mile at the time of reimbursement for use of the vehicle.
- 9.3 All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with payroll check, the amount of such payment to be specified on the check stub.
- The Employer shall carry non-ownership (Property Damage) liability insurance on the vehicles of all employees who are requested or required to use their own vehicles in connection with their work. In the event the Employer fails to secure such insurance, they shall assume full responsibility for all legal fees, court costs, or damages incurred by the use of such vehicle during the course of his work.
- 9.5 Should an employee receive a traffic citation while using his own vehicle at the request of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible for any payments will be determined by mutual agreement between the Union and the Employer.

#### SECTION 10 VACATIONS

- All employees who have, been in the service of the Employer continuously for one
  (1) year shall be granted two (2) weeks vacation with pay annually. All employees
  who have been in the service of the Employer continuously for five (5) years or mare
  shall be granted three (3) weeks vacation with pay annually. All employees who have
  been in the service of the Employer continuously for twelve (12) years or more shall
  be granted four (4) weeks vacation with pay annually. Absence from services of not
  more than sixty (60) days because of illness, temporary layoff or leave of absence
  shall not interrupt the continuity of service for the purpose of this section. In the
  event of such an absence of more than sixty (60) days, the first year of employment
  shall be completed for the purposes of this section by the completion of fifty-two (52)
  weeks actually worked from the original date of employment. After the first year of
  service when such absence from service extends beyond sixty (60) days per year, the
  pay for vacation shall be prorated on the basis of the actual weeks worked.
- Any employee who has been in the service of an Employer continuously for more than six (6) months whose employment terminates shall receive the prorata vacation due him. Vacation pay on termination shall not count as hours worked towards contributions to Health & Welfare except when an employee is on a paid vacation at the time the account changes contractors, in which case the prior Employer shall make contribution if hour requirement is satisfied.
- 10.3 If a holiday falls within an employee's vacation period, the employee will receive an additional day of vacation with pay, or and extra day's pay in lieu thereof.
- Employees are entitled to paid vacations after each year of service, even though there has been more than one Employer during the year. It is understood and agreed that an employee's vacation credits shall accumulate at the rate of one-twelfth of his annual vacation allowance each month. If the services of a building maintenance contractor are discontinued on any job, the accumulated vacation credits of the employees of such contractor shall immediately become due and payable.
- 10.5 Vacation pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time he/she takes the vacation times the number of hours the employee has coming under this vacation clause.
- The Employer reserves the right to limit the number of employees taking vacations at the same time in order to maintain operations.

#### SECTION 11 HOLIDAYS

11.1 The following days shall be observed as holidays:

New Year's Day

Martin Luther King Day

President's Day

\*Day After Thanksgiving

Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Christmas Day
Employee's Birthday

Eligibility: The Birthday holiday does not apply to birthdays falling within an employee's first twenty-five consecutive working days of employment with an Employer.

For all other holidays, the employee must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and, unless the employee so works, he shall receive no pay for such holiday unless such absence on the regular working days before and after said holidays is due to the express permission of the Employer, or a bona fide illness confirmed by a doctor's certificate, or on vacation.

- Floating Holiday: The Employer shall have the right tot replace the Day After Thanksgiving with one floating holiday to be determined by the Employer, with the Employer giving notice to the employee and Union at least thirty (30) days prior to the Day After Thanksgiving.
- The individual employee shall provide the employer with not less than two (2) calendar weeks advance notice of date upon which the employee's birthday falls. The employee shall be allowed to observe the holiday on the birthday or such other day during the calendar week as may be determined by mutual agreement between the Employer and the individual employee. Where the employee fails to provide said tow (2) calendar weeks advance notice of the date on which the birthday falls, the date upon which the holiday shall be observed shall be at the sole option of the Employer.
- If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday it shall be observed on the preceding Friday. No deduction shall be made from the pay of employees for the observance of said holidays.

- Holiday pay shall be at time and one-half (1-1/2) hours' straight time pay. Any employee working on a holiday shall be paid, in addition to this straight time rate, a premium rate of time and one-half the straight time rate of pay. A holiday not worked, which falls within an employee's regularly scheduled work week shall be considered as a day worked for the purpose of computing a week's work. If a employee's day off falls on a holiday, he shall receive an additional day of within two (2) weekends with full straight time pay, or an extra day's pay in lieu thereof. If an employee replaces a regular employee who is absent for reasons other than vacation, and worked the regularly scheduled work day before and after a holiday, the replacement shall receive the holiday pay instead of the regular employee.

  Vacation relief employees who work at least twenty (20) consecutive days shall be conferred by all provisions of this section.
- The holidays recognized in the Agreement shall be observed in conformance with the observances of Federal and State holidays; provided in the event of conflict between State and Federal observances, holidays shall be observed on the same date observed by the Federal government.

#### **SECTION 12 SICK LEAVE**

- Regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to six (6) days sick leave with one pay after each year of continuous service and shall accumulate sick leave at the rate of six (6) days per year. Sick leave shall be paid at the rate of seven and one-half (7½) straight time hours per day and the annual allowance of six (6) days shall be forty-five (45) straight hours. After the first year of employment, benefits accrue, and may be used based on one-half (1/2) day per month. Effective 8/01/09 regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to seven (7) days sick leave with pay after each year of continuous service, and shall accumulate sick leave at rate of seven (7) days per year. Effective 9/01/12 employees with twelve years of service shall begin accruing sick leave pay at eight (8) days per year.
- Earned but unused sick leave may be accumulated for five (5) years. A regular employee who has worked continuously for five (5) or more years for the same Employer and has not used sick leave for the five (5) previous years and shall, together with the employee's current year's allowance, be entitled to a maximum of thirty- six (36) days sick leave. Any employee who has used sick leave shall be entitled to a lesser amount determined by deducting the number of days of sick leave used in the five (5) previous years, but in no event deducting more than thirty (30) days.

Earned sick leave pay shall be granted only in cases of bona fide illness or accident. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action. A doctor's certificate or other reasonable proof of illness may be required by the Employer, provided, however, in cases of bona fide illness requiring no more than three (3) consecutive work days' absence from the job where the illness is of such nature as not to require the employee to be attended by a physician, the doctor's certificate referred to above shall be waived. However, such waiver shall be conditioned upon notification to the Employer by the employee not later than four (4) hours before the employee's regular starting time on the first work day's absence that the employee shall not report to work on that day due to said illness and further notification to the Employer by the employee on the day before he plans to return to work of such intention to return to work. Earned sick leave pay is not convertible to cash bonus.

- Earned sick leave benefits shall be paid in the following manner. First work day's absence, no pay, provided, however, that the sick benefit allowance for bona fide illness or accident shall commence with the first work days' absence if the employee's illness or accident results in his being hospitalized before he returns to work or if the employee has twelve (12) or more days of accumulated sick leave. Succeeding work days' absences, full pay until earned sick leave benefits are exhausted. The waiting periods herein provided before full pay commences shall apply for each illness or accident in case the earned sick benefits allowance has not been exhausted in previous illnesses. For the purpose of this Section, full pay shall mean pay for the regular day or night shift schedule working hours, for those days, which the employee would have worked, had the disability not occurred, calculated at straight time.
- In industrial or disability cases, Worker's Compensation or Unemployment Disability payments and sick benefit allowance shall be paid separately, but in the event Worker's Compensation payments or Unemployment Disability payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with Worker's Compensation or Unemployment Disability payments is to be automatic; the Employer may not waive integration, and any employee entitled to Workers' Compensation or Unemployment Disability payments must apply thereof (in order that the principle of integration may be applied) before sick benefits are payable.
- Explicit waiver language as recommended by the City of San Francisco and to be agreed by the parties as follows:

#### "WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE"

San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirely with respect to employees covered by this agreement.

#### SECTION 13 BEREAVEMENT LEAVE

13.1 In the event of a death in the immediate family of an employee covered by this Agreement, who has at least ninety (90) days of service with his Employer, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. This provision does not apply if death occurs while the employee is on leave of absence, layoff or sick leave. For the purpose of this provision, the immediate family shall be restricted to Father, Mother, Brother, Sister, Spouse, Child, current Mother-in-Law and Father-in-Law and Legal Guardian and domestic partners. At the request of an Employer, the employees shall furnish a death certificate and proof of relationship. Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased. The Employee may use vacation days or unpaid leave of absence for the additional time after the first three (3) days off up to six months.

#### SECTION 14 LEAVE OF ABSENCE

- An employee who has worked one (1) or more years for an Employer shall be granted, upon request, an unpaid leave of absence up to six (6) months, provided that he has given the Employer acceptable proof that such leave of absence is necessary to recover from personal disability (including personal physical disability due to pregnancy). Leaves of absence up to twelve (12) months shall be granted in cases of industrial illness or injury. The Employer and/or Union may initially fill the temporary vacancy resulting from the granting of this leave under sub-section 14.1 with a Union member according to seniority, similar classification, and who possesses the similar skills and ability required of the vacant position.
- 14.2 Leaves of absence for reasons other than physical disability shall be granted only by agreement between the individual employee and his Employer, and shall be recognized only after they are reduced to writing and signed by the employee and the Employer. Requests for leaves should be submitted at least two weeks prior to the time being requested. A leave request shall not be denied for a reason which would violate Section 2.1 of this Agreement.
- 14.3 No accrued rights shall be forfeited by reason of a leave of absence. No benefits shall accrue during such leave. Leaves of absence shall not result in adjustment of anniversary date.
- Any employee who fails to report to work on expiration of a leave of absence shall be considered as having voluntarily quit, unless the employee notifies the Employer and the Union in writing within 30 days of extenuating circumstances beyond the control of the Employee.

- Upon request a full rate employee shall be entitled to a leave, up to twenty four (24) months, pursuant to this paragraph no more than once every three years. From the date of return from such a leave, an employee shall be required to work an additional three (3) years before requesting another leave. If an employee requests another extended leave within the three-year period due to a different circumstance, he or she shall be granted additional leave according to the situation. The employer may fill the temporary vacancy resulting from the granting of this leave with a Union member of the employers choice during the full duration of the leave as long as the request for leave is twelve (12) months or longer.
- 14.6 The Employer shall notify the Union when an Employee is granted a leave of absence.

#### SECTION 15 GROUP INSURANCE

15.1 Group insurance shall be as set forth in Exhibit "B", which is attached hereto and made a part thereof.

#### SECTION 16 PENSION PLAN

For the purpose of establishing and maintaining a pension plan, the Employer shall contribute as follows for all employees covered by this Agreement.

Effective October 25, 2008 through July 31, 2009, \$7.50 per shift or one dollar (\$1.00) per hour;

Effective from August 1, 2009 through July 31, 2010; \$7.875 per shift or one dollar and five cents (\$1.05) per hour;

Effective from August 1, 2010 through July 31, 2011, \$8.25 per shift or one dollar and ten cents (\$1.10) per hour;

Effective August 1, 2011 through July 31, 20012, \$8.63 per shift or one dollar and fifteen cents (\$1.15) per hour.

The Employer agreed to increase its contribution to the SEIU National Industry Pension Fund (SEIU-NIPF) to which the 10% Funding Improvement Surcharge was added.

The parties acknowledge that the SEIU National Industry Pension Fund ("Fund") has been certified to be in critical status and has adopted a rehabilitation plan containing two schedules of benefit reductions and supplemental employer contributions for which no benefit credit is given, under the authority of Section 305 (b) of ERISA. The bargaining parties adopt the current Preferred Schedule of the rehabilitation plan of the Fund. Pursuant to that Preferred Schedule, effective August 1, 2012, Employer agrees to make base contributions to the Fund for which benefit credit is given at a rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 27.7% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2013 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 37.6% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2014 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 48.3% of said base rate of supplemental contribution equal to 48.3% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2015 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 59.8% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Paid vacations, paid holidays, and paid sick leave, and straight time hours worked, excluding overtime hours, are considered as hours worked in computing pension contributions.

- Between the first and tenth day of each month, the Employer shall make irrevocably the required payment for the preceding calendar month to the trustees of the pension plan and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding Agreement.
- The Employer shall comply with all provisions of the Pension Trust Indenture and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Pension Trust Indenture.
- The Employer accepts the terms of that certain trust indenture made and executed in San Francisco, California October 30, 1953 as amended, creating BUILDING SERVICE EMPLOYEES PENSION TRUST and accepts the Terms of BUILDING SERVICE EMPLOYEES PENSION PLAN, and further hereby becomes a party to said trust indenture subject to the terms thereof as indicated in Section 3.01 of Article III of said trust indenture.

- The Employer further agrees to be bound by all of the provisions of said trust indenture and said pension plan as amended and hereby acknowledges prior receipt of copies of said trust indenture and said pension plan.
- The employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees a duplicate original of this collective bargaining agreement, which, when so deposited, shall indicate the Employer's acceptance of the terms of said trust indenture and the terms of said pension plan, by virtue of the provision of this section and in accordance with said Section 3.01 of Article III of said trust indenture.
- The parties agree to re-open the agreement for the purpose of negotiating Pension Fund contributions at the three year point of this agreement, namely on August 1, 2015.

#### SECTION 17 SAFETY

- 17.1 The Employer shall comply with all applicable Federal and CAL-OSHA laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.
- 17.2 In the event of a safety or health hazard is detected, it shall be reported immediately to the Employer and the Union.
- 17.3 The Employer, the Union and all employees shall cooperate fully in all efforts to maintain a safe and sanitary work place.
- 17.4 Training shall not be conducted during the Employee's break or lunch hour.
- 17.5 The employer shall make a good faith effort to provide all training in the employee's primary language.

#### SECTION 18 MILITARY SERVICE

In the event any employee covered by this Agreement is called for active duty in the Army, Navy, Marine Corps, or any other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, the right to his former position or its equivalent for the period of this Agreement or any further agreement, and shall receive his former position or a job of equal rank, provided application for reemployment is made within ninety (90) days after release from military service. Any questions that may arise concerning return to work shall be settled in accordance with Section 20.

#### SECTION 19 DISCIPLINE

- The Employer shall have the right to discharge or discipline any employee for just cause.
- 19.2 At the time that an employee is notified of being discharged, the Union shall normally receive notification in writing of the discharge. However, where circumstances make it impossible or impractical to provide written notification to the Union at the time of the discharge, the Employer shall have until 5:00 PM of the business day following notification to the employee to provide written notification of the discharge to the Union. An employee may request the presence of a Union steward or representative for any meeting or discussion with the employer that may lead to discipline.

#### SECTION 20 GRIEVANCE PROCEDURE

- Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be taken up in the manner set forth in this Section. Before filing a grievance in writing, a grievant and/or his representative may discuss the grievance with a representative of the other party to attempt to resolve the grievance informally.
- If the aggrieved party chooses not to attempt to resolve the grievance informally or if the grievance is not resolved through informal meeting, the aggrieved party shall serve upon the other party a written statement setting for the facts constituting the alleged grievance.
- 20.3 <u>STEP 1. Grievance</u> A grievance need not be considered unless the aggrieved party serves upon the other parties a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within ten (10) days from that date of discharge. Such written statement concerning any other type of grievance must be served within fifteen (15) days of its occurrence or the discovery thereof by the aggrieved party. The Employer shall respond to the grievance within ten (10) days. If there is no response within ten (10) days the grievance will automatically advance to the next step.

20.3 STEP 2 Informal meeting. It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so they may be adjusted or dismissed without undue delay. The Employer and the Union agree to use, their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) days after service of such written statement. For a grievance regarding discipline of an Employee, the Employer will make every effort to provide to the Union upon request any document the Employer relied upon to discipline the Employee no later than 48 hours before the Board of Adjustment Hearing. For a grievance regarding monetary issues the Employer will make every effort to provide no later than 48 hours before the Board of Adjustment Hearing to the Union upon request applicable payroll records and timesheets. Discovery that is provided at the Board of Adjustment does not preclude the union or company from providing additional documents at the mediation or arbitration hearing.

- 20.4 <u>STEP 3 Board of Adjustment</u> If the grieving party wishes to take the grievance to the Adjustment Board, the grieving party must submit the request for an Adjustment Board within thirty days from the date the grievance was filed. If the grieving party fails to submit this request within thirty (30) days, from the date the grievance was filed, the grievance shall be deemed waived.
- Within ten (10) days upon receipt of a timely written request, there shall be an Adjustment Board consisting of two (2) representatives designated by the Union who have not participated in earlier steps of the Grievance Procedure and two (2) representatives designated by the Employer who have not participated in earlier steps of the Grievance Procedure. The Adjustment Board shall meet as required and shall consider fully all aspects of the issue presented. If there is no Board of Adjustment held within ten (10) days from the request for an Adjustment Board Hearing and there is no written agreement between the employer and the Union to extend the time limit the grievance shall automatically advance to the next step.
- Any decision by majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties, subject to limitations of jurisdiction and authority contained in the contract. If during the period that the Adjustment Board can meet, no majority decision can be reached, either party may, within ten (10) days following a such period, request in writing that the matter be referred to Federal Mediation and Conciliation Service
  - a. STEP 4 Federal Mediation The mediator shall meet with the parties including affected employee(s) to assist and offer advisory opinions in an effort to help the parties reach an agreement that resolves the grievance. If there is no decision then either party may advance the grievance to arbitration within twenty (20) days following the mediation.

If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, then an impartial arbitrator shall be selected by agreement from the following list of three (3) arbitrators: Tom Angelo, Matthew Goldberg, and Union to submit arbitrator. The union will set dates with each of the arbitrators and the arbitrations will be held when the arbitrators are available on a rotation basis. If an arbitrators date goes unused and is not cancelled by the union then the union shall bear the entire expense. By mutual agreement, the parties can add one more arbitrator to the rotation.

The above procedure will be on a trial basis for two years. If there is no mutual agreement to extend the procedure for the utilization for arbitrators then the following shall apply.

If necessary, an impartial arbitrator shall be named by agreement from the names listed above, if there is no agreement then the parties shall request a list supplied by either the State or Federal Mediation and Conciliation Service. Either party may reject in its entirety any list of arbitrators supplied by the State or Federal Mediation and Conciliation Service, and thereafter request a new list.

- The decision of the arbitrator shall be final and binding on both parties hereto. In the event of a willful failure by either party to appear before the Arbitrator, the Arbitrator is hereby authorized to render his decision upon the evidence produced by the party appearing.
- 20.7 Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.
- 20.8 Proposals to add to or change this Agreement shall not be subject to arbitration. Neither an arbitrator nor a panel of representatives shall have any authority or power to add, alter or amend this Agreement.
- The arbitrator shall render a decision in writing within thirty (30) days if possible and in any event no later than sixty (60) days after the close of the hearing. It is understood that a hearing is not "closed" within the meaning of this provision until the post-hearing briefs are filed.
- 20.10 The parties agree that Step Two and Step 3 in the Grievance Procedure herein may be waived in discharge cases, and in cases involving Section 6 and Section 29 of this Agreement may automatically proceed from Step One to Step Four.

#### SECTON 21 SAVINGS CLAUSE

21.1 If any provision of this Agreement or the application of such provision to any person or circumstances be ruled an "Unfair Labor Practice", or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

#### SECTION 22 MANAGEMENT RIGHTS

All rights of management not expressly limited by the language of this Agreement are expressly reserved to the Employer, and the express provisions of this Agreement constitute the only limitations upon the Employer's rights. The exercise of any right reserved to management herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Employer's right or preclude the Employer from exercising the right in a different manner.

#### **SECTION 23 IMMIGRANT WORKERS**

- The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.
- The Employer shall notify the Union by phone and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or SSA agent appears on or near the premises to enable a Union representative or attorney to take steps to protect the rights of employees.
- The employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within one (1) year of commencement of the absence. If the bargaining unit member does not remedy the issue within one (1) year, the bargaining unit member may be discharged and the Employer shall no further obligation to hold a bargaining unit member's position.
- In the event that an employee is not authorized to work in the United States of America and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one (1) year from the date of termination.

If the employee needs additional time the Employer will rehire the employee into the next available opening in the employee's former classification. Upon the employee providing proper work authorization within a maximum of one (1) year.

23.5 Errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number. These changes shall not be considered new employment or a break in service.

In the event an employee is displaced due to disqualification from employment due to the application by the employer of a e-Verify, or similar employment eligibility verification program, including background check, the incoming replacement employee will be paid at the wage rate and benefit eligibility levels of the employee who is being replaced.

#### **SECTION 24 ASSIGNMENTS**

The parties agree that in the event that the ownership or management of any plant or company is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor company, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without consent of the parties hereto.

#### SECTION 25 BIDDING PROCEDURES

- Whenever the Employer bids or takes over the servicing of any job location, building or establishment covered by this Agreement, and where the daily work being performed amounts to seven and one-half (71/2) hours or more, the Employers agrees to do the following:
  - (a) Retain all permanent employees at the job location, building or establishment including those who might be on vacation or off work time because of illness, injury or authorized leave of absence; and recognize that the work time and overall employment service of all such employees shall be considered as continuous, regardless of change of Employers, for all purposes, including seniority, sick leave and vacation benefits, so that no such permanent employee will lose any such benefits because of the change of Employers.
  - (b) Contact the Union for the number of permanent employees, all job classifications, starting and quitting times, the number of daily hours worked, the rates of pay, and the number of hours each such employees is credited with for purposes of the Progression Rate at such location. The Union agrees to supply such requested information within five (5) working days or the Employer is free to bid the job as he sees fit.
- Within the 30 days of a building changing contractors, the current contractor will not be allowed to transfer anyone into the building. The outgoing contractor, at its discretion, can transfer out an employee within the 30 days of a building transfer.

#### SECTION 26 SUBCONTRACTING

26.1 The Employer agrees not to subcontract work normally performed by the employees covered by the terms of this Agreement except to persons, firms or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours and conditions of employment.

The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.

#### **SECTION 27** New Work and Contracts

The Employer shall notify the Union, in writing, of any new job where the daily work consists of seven and one-half (7½) hours or more, specifying the name of the job and the address of the job location. Such notice shall be given at least two (2) weeks prior to the commencement of the job or if the Employer has less than two (2) weeks notice the Union shall be notified within forty-eight (48) hours after the Employer received notice to start the job.

#### **SECTION 28 WORKING CONDITIONS**

- When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list pending placement into an open permanent position, per Exhibit C.
- 28.2 The Employer shall have the right to determine and change the assignment of employees within a building and where, what and how the work is to be performed within a building. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons.
- At its discretion, the Employer shall have the right to determine and change starting times, provided that the Union shall receive at least five (5) working days notice of any change in starting times. and, provided further, that no shift may begin in any day after 6:00p.m. unless the Union is notified in writing. However, it is understood that the Employer may continue to begin a shift after 6:00p.m. if the Employer is currently beginning a shift after 6:00p.m.
- 28.4 The Employer shall have the right to transfer employees from one building to another. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons. The Union and the affected employee shall be given twenty-four (24) hours notice of any transfer.
- 28.5 The Union shall have the right to conduct an investigation, in order to determine whether any provisions of this Section have been violated.
- When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list.

#### SECTION 29 OTHER AGREEMENTS

In the event the Employer employs employees in industries or locations where there is an agreement involving the Union, the Employer shall pay the wages rates and provide the benefits contained in such agreement. Employees are entitled to paid vacations after each year of service at any location in accordance with the provisions of the appropriate agreement, even though there has been more than one Employer during the year. An employee's vacation credits shall accumulate at the rate of one-twelfth (1/12<sup>th</sup>) of his annual vacation allowance each month. Employer are discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable.

- In the event the Employer is discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable. However, in those cases where vacation is billed, the client has the option to request vacation accruals to be transferred to the new contractor. The Employee, the outgoing Employer and the new Employer shall mutually agree to the amount of roll over with a printed copy for each employee of accrued sick leave and vacation.
- 29.3 The outgoing contractor must post the employees accumulated vacation and sick leave credit hours, when the building is placed out to bid. Any discrepancies on vacation or sick leave credits must be resolved before the end of the contract for that building. In other cases where vacation is billed, the client may request that employees be cashed out of their accrued vacation prior to assuming a permanent open position.

#### SECTION 30 NO STRIKE/LOCKOUT

- The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore mutually agree that during the term of this agreement, the Employer shall not lockout it's employees, nor shall the Union or it's members either cause, sanction, or engage in any strike, diminution or interruption of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall upon notice from the Employer, immediately resume normal operations.
- It is understood that the observance by an individual member of the Union of a lawful picket line of another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this agreement.
- Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein, shall be used in the construction of this agreement.

#### **SECTION 31 SHOP STEWARDS**

- 31.1 The Employer recognizes the right of the Union to designate or elect shop stewards and alternates.
- The Employer recognizes the shop stewards or alternates, so designated or elected, as the representatives of the Union.
- Upon oral request, Shop Stewards will be provided copies of dispatches, the SEIU card and or names in the event of any emergency basis replacement.
- Upon employees request, Shop Stewards, when available, will be present, if there is no Shop Steward then the Employer will call the Union to send a representative, when disciplinary action is being imposed on an employee. If no representative from the union is available the employer may proceed with the disciplinary action.
- When an Employee or Employer requests a shop steward to be present at a meeting called by the Employer and the meeting lasts longer than twenty (20) minutes the employer will provide assistance from the building staff to assist the shop steward at his or her station.
- Shop Stewards shall be allowed twenty (20) minutes per month to perform any needed Shop Steward responsibilities when necessary.

#### **SECTION 32 ENTIRE AGREEMENT**

- The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of the Employer or understandings are specifically stated in this Agreement. The foregoing does not eliminate the accepted use of past practice when issues arise as to interpretation of ambiguities in the express language of the Agreement.
- The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither matters affecting these or any other subjects not specifically set forth in this Agreement.
- Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein, shall be used in the construction of this agreement.

#### SECTION 33 TERM OF AGREEMENT

Unless expressly stated otherwise all parts of this Agreement will be effective August 1, 2012 and shall remain to and including July 31, 2016 and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

DATED:

SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

James Bay

DATED:

SEIU ŁOÇAL 87

SERVICE EMPLOYEES

## EXHIBIT A

Same for the second of the sec

# MEMBERS OF THE SAN FRANCISCO MAINTENANCE CONTRACTORS

1.	Able Building Maintenance Company	
	Signature:	Date: 1-70-2013
2.	American Building Maintenance Company	į.
	Signature: Im Du	Date: 1/29/13
3.	Lewis and Taylor Maintenance Company	
	Signature:	Date: /- 77-/3
4.	Genesis Building Services	
	Signature: 7 /2/	Date: 1/22/13
5.	Clean-A-Rama Building Maintenance	
	Signature:	Date:

#### EXHIBIT B

#### **HEALTH AND WELFARE COVERAGE:**

This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees and their eligible dependents covered by this Agreement.

B. 1 The Employer agrees to maintain Plan C26 covering medical, dental, vision, prescription drug and life insurance coverage for employees and their eligible dependent(s) in its entirety through October 31, 2012. The cost of Plan C26 is one thousand two hundred seven dollars and four cents (\$1,207.04) per month per eligible employee.

Effective September 2012 hours for October 2012 deposit for November 2012 coverage, employees participating in Plan C26 will be transferred into Plan C26 (A) at the cost of one thousand one hundred fifty four dollars and thirty one cents (\$1,154.31) per month per eligible employee.

For employees hired after August 1, 2012 they shall be eligible after four (4) months for Plan C26 (B) at the cost of nine hundred thirteen dollars and fifty two cents (\$913.52) per month per eligible employee.

After thirty-nine-hundred (3900) hours an employee hired after August 1, 2012 shall be eligible for Plan C26 (A).

The employer agrees to maintain the amended benefits of the plan (MOB) during the term of the agreement.

- B.2 All Employer contributions referred to in this Section shall be paid into the General Employees Trust Fund in accordance with the procedure set forth below.
- B.3 For the purpose of this Section, Permanent and Top Rate employees (A and B List) are eligible for a contribution if they have worked at least ninety (90) hours in the month prior to the month in which previous contribution is due. "Ninety (90) hours worked" includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

In addition for the purpose of this section Progression Rate Employees (C list Employees) and new hires after August 1, 2012 are eligible for a contribution if they have worked for 105 hours in the month prior to the month in which the previous contribution is due. "One hundred five hours (105) worked "includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

- B.4 If any employee works their qualifying hours or more in the month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employee in the same amounts as though the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.
- B.5 The Employer shall comply with all provisions of the above-mentioned Health and Welfare Trust Funds and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Health and Welfare Trust Fund.
- B.6 The Union and the Employer will discuss alternative Health and Welfare plans.

  Any proposed changes will only be implemented by mutual agreement from all parties.

# EXHIBIT C THE FILLING OF AVAILABLE POSITIONS

Notwithstanding any other provision of the Agreement, this provision shall cover the filling of available positions by each Employer (Contractor) covered by the Agreement.

- C.1 Each Employer agrees to maintain four separate lists. The first list will be the Permanent Employee list that will include all Permanent Employees and their building assignments. (Permanent employees are defined as those employees who are assigned by the Employer to a particular workstation on a daily and permanent basis.) The second list will include temporary employees who were permanent for a particular Employer but are now laid off and shall be known as the "A List". The third list will include top wage rate temporary employees for a particular Employer and shall be known as the "B List". (Top wage employees are defined as those employees who have never been permanent.) The fourth list will consist of temporary employees who are earning less than top wage rate for a particular Employer and shall be known as the "C list". To be included on any Employer's "C list", an individual must have worked at least one (shift) in the last twelve (12) months for that Employer.
- C.2 The placement of employees on the "A through C list" will be as follows:
  - (a) Employees, who were permanent for a particular Employer but are now laid off, will be at the top of the list for that Employer (A list). The ranking among these employees will be by seniority date.
  - (b) The next ranking will be of employees who are earning the top wage rate for a particular Employer who have never been permanent (B list). The ranking among these employees will be by seniority date.
  - (c) The next ranking will be of those employees who are earning less than top rate for a particular Employer (C list). The ranking among these employees will be based on the number of accumulated hours worked for that Employer.
- C.3 When a permanent position becomes available the most senior employee on the A list will be offered said permanent position. If there is no A list employee then the most senior employee on the B list shall be offered said permanent position. If there is no B list employee available then the most senior employee on the C list shall be offered said permanent position. For day porter and foreperson positions, client and Employer approval will also be a determining factor. For janitorial positions that require specific skills, the Union/Employer will do it's best to dispatch/place a member with the required capabilities.
- C.4 (C.3 original) On any given day, the Employer shall fill available temporary positions with the employee on its A, B or C List who is not working that day in

the order of seniority, except for day porter, foreperson positions, and for janitorial positions that require specific skills. However, if the employee filling a temporary position chosen by the employer is on the C list the most senior employee from the A, B or C list can bump the lesser wage temporary Employee, with 24-hour notice, except under extended leaves of absence of 12 months or longer covered in Section 14.5 of this Agreement.

- C.5 In hiring, the Employer may consider individuals recommended by the Union. For day porter and foreperson positions, client and Employer approval will also be a determining factor.
- C.6 The employer will notify the union when there is a permanent open position in the day porter classification.
- C.7 On an emergency basis that does not exceed three (3) days for day porters and forepersons and two (2) days for other positions, the employer may fill the temporary vacancy by an employee of their choice.
- C.8 An employee will be removed permanently from an Employer's A, B or C list for any of the following reasons.
  - Termination for Just Cause
  - Not working three shifts within the last twelve (12) months, except for employees on the A or B list.
  - Refusing to accept three (3) dispatches, without just cause, within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list.
  - Not responding to three (3) Employer notifications for dispatch without just cause within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list. It is understood that an employee will be considered to have not responded to a notification for dispatch on a given day only if the notification was given at some time from 3:00 p.m. to 4:30 p.m. on that day, except under extenuating circumstances. It is further understood that this paragraph does not in any way restrict the Employer's right to notify for dispatch at any time before 3:00 p.m. or after 4:00 p.m.
- C.9 Each Employer shall supply the Union with a copy of the lists stated in C.1. Thereafter, each Employer shall supply the Union with a daily report concerning the filling of temporary vacancies no later than 3:00 p.m. following the completion of the previous workday. For Friday, Saturday and Sunday reports, they shall be supplied to the Union the following Monday, unless Monday is a holiday, in which case the requirement unless there are extenuating circumstances such as phone line being down, in that case the Employer is required to supply the daily report as soon as possible.) This report shall contain the following information:

- Employee Name
- Name and address of new hires
- Current Assignment, if any
- Date of assignment, if any
- Employee being replaced
- Reasons for Open Position
- Estimated Duration

In addition, each Employer shall supply the Union with an updated version of its permanent list once every six months and an updated version of its A, B and C list once every month.

- C.10 New Construction: For any new jobs that are the result of new construction, an Employer may fill one-half (1/2) of the needed number of employees with employees whose wage rate is the lowest on the progression wage rate. The other half must be filled first with qualified employees on the Employer's A and B list. Once the building is 90% occupied, the property will revert to the standard contract terms.
- C.11 The mediation procedure set forth in Section 20.6a of this Agreement shall be available for a dispute concerning whether or not an employee has the correct ranking on the A, B, or C list. In the event that it is found that the ranking for a particular employee is incorrect, the exclusive remedy which may be ordered is that the ranking be corrected. In the event that there is a monetary claim related to the ranking claim, the monetary claim may be pursued under the regular grievance procedure.
- C.12 The existing Labor Management committees may also discuss Exhibit C and may make any non-binding recommendations.
- C. 13 If an employer agrees to only use the Union hiring hall to fill all positions, both permanent and temporary, it can sign a side letter to opt out of Exhibit C provisions applicable to filling of available positions by the hiring hall.
- C. 14 The Employer agrees to participate in a union hiring hall pursuant to written procedures and responsibilities established by a labor-management committee. The labor-management committee establishing such procedures and responsibilities shall consist of two management representatives appointed by the San Francisco Maintenance Contractors Association, and two union representatives appointed by Union. Employer may subsequently cease participation in the hiring hall if it is unable to efficiently obtain and assign qualified staff.
- C.15 For any one time or reoccurring "tag" work of four hours or more which is above base contract specification, the employer may assign such "tag" work to an

employee from the C List. The contractor will notify the union if the "tag" will exceed more than one month. If a permanent utility worker is utilized at another building for tag work for more than two days, the contractor will fill his/her position with a C list employee who is: (a) qualified to perform the utility work; and (b) working at the lowest rate in the progression schedule as set forth in Section 8 of this Agreement.

# ATTACHMENT 1

# Recycle/Green Buildings

City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR SETU Local 87/	FOR the Contractors,
By: Velland	By: Juni O. Een
Date: 1/20/2013	Date: 1/30/2013
Able Building Maintenance Company	
Signature:	Date: 1-30-2013
American Building Maintenance/Company	,
Signature: Lim Blb—	Date: $1/29/13$
Lewis and Taylor Maintenance Company	
Signature:	Date: 1-22-13
Genesis Building Services	,
Signature: 7 / 2 /	Date: 1/22/13
Clean-A-Rama Building Maintenance	
Signature:	Date: 1/3///3

# LETTER OF UNDERSTANDING BACKGROUND CHECKS

At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect not to participate in the requested background checks and will be reassigned based on seniority. No bumping of permanent employees shall be allowed.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established:

- 1. That one or more of the findings of the background security check is directly related to the employee's job functions or responsibilities, or
- 2. That the continuation of employment would involve an unreasonable risk to property or to the safety or welfare or specific individuals or to the general public.

If the customer or Employer determines that the employee has failed a security background check, but the Employer lacks just cause for termination under this provision, then the employee may be transferred or reassigned based on seniority. No bumping of permanent employees shall be allowed. Employees who failed a background check will have a right to a copy of the report and can appeal through the grievance procedure.

FOR SEIU Logal 8/1/	FOR the Contractors,
By: J. Murch	By James. Beard
Date: 1/40 WIS	Bx: 1/30/2013
Able Building Maintenance Company	. 1
Signature:	Date: /-30-2013
American Building Maintenance Company	( 1
Signature: Tim Dill	Date: 1/29/13
Lewis and Taylor Maintenance Company	)
Signature:	Date: 1-22-13
Genesis Building Services	, ,
Signature:	Date: 1/22/13
Clean-A-Rama Building Maintenance	,
Signature:	Date: //3///3

#### LETTER OF UNDERSTANDING

# A. New Position Definition: RECYCLING COORDINATOR

The purpose of a RECYCLING COORDINATOR shall be to hand sort the landfill, recycling, and compost waste streams generated in the property/properties in which they are employed to assist properties in meeting or exceeding City mandated waste diversion rates.

# B. RECYCLYING COORDINATOR Hiring Requirements

Contractors may hire a **RECYCLING COORDINATOR(s)** from the SEIU Local 87 hiring hall to allow hand-sorting, of all landfill, recyclable and compostable material generated in the building(s) in which they are employed.

# C. RECYCLING COORDINATOR Training

Contractors agree to train **RECYCLING COORDINATOR**. Training shall include, in addition to instruction on the proper sorting of all waste streams, detailed information on the safe handling and disposal of hazardous materials such as sharps and chemicals. Training will be provided in English and in the Recycling Coordinator's native language.

#### D. RECYCLING COORDINATOR Safety

Contractors shall provide sorters with protective gear reflecting best practice in the recycling industry, including safety goggles, respiratory protection, protective aprons, hair nets, puncture-proof and waterproof work gloves, and safety boots.

#### E. RECYCLING COORDINATOR WAGES and BENEFITS

Employer will pay the minimum rates of the pay scales of this contract. Employers shall not be prevented from paying in excess of the minimum rates indicated in the pay scales of this contract. Recycling coordinator with a minimum of one year's experience shall be eligible to bid on non-sorter janitor positions according to seniority and their placement on the Employers temporary list.

Health and Welfare: C-23a 822.47 after four months of consecutive 115 hours. Thereafter 115 hours per month qualifier.

Pension: No pension

# Attachment 6

Prevailing Wage Determination

Agreement between San Francisco Maintenance Contractors Association and Service Employees International Union, Local No. 87

#### WINDOW CLEANERS AGREEMENT

# April 1, <del>2013</del> 2014 to March 31, <del>2014</del>-2017

#### by and between

#### SAN FRANCISCO WINDOW CLEANING CONTRACTORS ASSOCIATION

#### and

# WINDOW CLEANERS UNION - SEIU USWW, AFL-CIO

**THIS AGREEMENT is** made and entered into this 1<sup>st</sup> day of April, <del>2013</del> **2014** by and between the San Francisco Window Cleaning Contractors Association, hereinafter called the Employer, and the Window Cleaners Union, Service Employees International Union, United Service Workers West, hereinafter called the Union. The terms of the Agreement shall apply to all signatory Employers as listed on the signature page of this Agreement.

#### SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for all window cleaners employed by the Employer in San Francisco. In order to be recognized by the Union, the Employer must have an established place of business and must employ at least one (1) full time window cleaner. Also, the Employer must furnish the Union with a certificate of Workers' Compensation Insurance for his employees directly from the insurance company involved.

# SECTION 2. UNION MEMBERSHIP AND HIRING

(a) <u>Union Membership:</u> It shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members. Checkoff provisions are set forth in Section 23.

For the purpose of this Section only, tender of the initiation fees not later than the thirty-first (31<sup>st)</sup> day following the date of employment or not later than the thirty-first (31<sup>st)</sup> day following the effective date of this Agreement, whichever is later, and tender thereafter of the regular monthly periodic dues uniformly required as a condition of retaining membership shall, for the purpose of this Agreement, constitute membership in good standing in the Union.

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If the Employer uses persons not members of the Union as window cleaners (except conscientious objectors or financial core members), it shall be recognized as a violation of this Agreement. The Board of Arbitration established in Section 22 below, shall assess a reasonable penalty against the Employer, in the event of such employment violation. It shall not be a violation of this Agreement for janitors who are not members of this Union to wipe off glass doors and spot-clean partition glass; however, janitorial employees shall not use natural sponges, window cleaners' brushes or squeegees.

(b) <u>Hiring:</u> When new or additional employees are needed, the Employer shall notify the Union of the number of employees needed. Applicants for jobs shall be referred by the Union to the Employer on a non-discriminatory basis.

The Employer shall be the sole judge of the competency of all applicants and reserves the right to reject any applicant referred by the Union. The Employer agrees within one (1) day of the date of hiring to notify the Union of the names, phone numbers and addresses of the persons hired.

In hiring, the Employer shall give preference to applicants previously employed as window cleaners in the local labor market area, which shall be defined to mean the City and County of San Francisco. It is expressly understood that neither the Employer nor the Union shall discriminate against any applicant for employment or employee because of religious creed, race, sex, union membership or age as defined in the Age Discrimination Act as amended.

If the Union is unable to refer to the Employer suitable applicants for employment within two (2) days (working days), the Employer may then hire persons from other sources, provided the Employer on the date of hiring shall notify the Union of the name, phone numbers and address of each person hired.

(c) <u>Probation period:</u> There shall be a forty five (45) **sixty (60)** working days probationary period for a new employee. The probationary period shall be applicable to each Employer for which the employee works until the new employee works more than forty five (45) **sixty (60)** working days for one Employer.

During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

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#### **SECTION 3. SENIORITY**

Seniority is the right accruing to employees through length of service which entitles them to appropriate preference in layoffs, rehiring and vacation.

Seniority shall be terminated by discharge for cause, resignation, retirement or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In the event of a lay-off, employee's seniority shall be protected for twelve (12) months. If an employee is recalled to work within the twelve month period and does not report to work, then his seniority is terminated.

In all cases of layoffs, the principal of seniority shall apply. If the Employer is required to reduce the size of his crew, then the last person hired shall be the first person laid off. If an employee is laid off outside his seniority date because he lacks a particular skill, when the Employer regains that particular work that can be performed by the more senior employee, then the more senior employee will be recalled with no change in his seniority date. Recall shall be done on a weekly and not daily basis. This means if there is less than one week's work, recall is not mandatory.

It is understood that the Leadman shall be the last employee laid off because of the type of responsibilities required of the job. This provision shall apply to only one person per company and the Employer shall notify the Union of the person designated under this provision. The Employer agrees that the Leadman will not perform Journeyman work (i.e. window cleaning) if, in fact, a Journeyman with more seniority would be laid off. Once all the more senior Journeymen are recalled, the Leadman may perform Journeyman work, if necessary.

#### SECTION 4. HOURS AND OVERTIME

(a) The maximum workweek shall be thirty-seven and one-half (37  $\frac{1}{2}$ ) consecutive hours segregated into five (5) working days of seven and one-half (7  $\frac{1}{2}$ ) hours. The workweek shall be Monday through Friday, with Saturdays and Sundays off. The hours of work shall be from 5:00 a.m. to 1:00 p.m., 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m., 8:00 a.m. to 4:00 p.m. (Hotels only). Employees shall receive a one-half (1/2) hour between 11:00 a.m. and II:30 a.m. for lunch. Employees must take a full half (1/2) hour for lunch and no employee shall substitute part of the lunch period for any part of the regular working day. Any work performed in addition to the specified hours contained herein shall be paid at the overtime rate of pay. A twenty (20) minute rest period two (2) hours

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after starting time shall be given each employee. The Union pledges its best efforts to enforce the provisions of a seven and one-half (7  $\frac{1}{2}$ ) hour day, and agrees to discipline any member found to be in violation thereof. It is understood the employees covered by this Agreement will at all times conduct themselves on the job in an orderly and business-like fashion.

If there is a shift change, notification shall be given by Thursday noon for the following week. If a building requires cleaning at different times, the Employer shall establish a swing or grave shift. Any such shift shall start after 1:00 p.m. and shall be eligible for a shift premium of forty (\$0.40) cents per hour. Any shift starting after 1:00 p.m. shall be offered to the most senior qualified employee and down the seniority list until exhausted. If no employee volunteers, the least senior qualified employee shall be assigned such shift.

The parties recognize the principle that the Employer and the Union shall maintain proper and reasonable times on the jobs. In the event of any question concerning reasonable time for performing a job, Employer and Union shall promptly meet and confer in good faith effort to reach agreement. If the representatives fail to agree, the disagreement shall be handled in accordance with the provisions of Section 22 below.

Any problems relating to work schedules, rest periods and lunch periods in connection with scaffold and bos'n chair work shall be determined promptly by agreement between Employer and Union. If the representatives fail to agree, the disagreement shall be handled in accordance with the provisions of Section 22 below.

- (b) The maximum workweek with a holiday, as designated in Section 6 below, shall be reduced seven and one-half (7  $\frac{1}{2}$ ) hours for each holiday falling within that workweek.
- (c) Employees covered by this Agreement will not be employed by more than one (1) Employer at any one (1) time, or be self-employed, while in the employ of an Employer covered by this Agreement, subject to approval of the Union.
- (d) Overtime work shall be on the following basis:
  - a. Time and one half (1  $\frac{1}{2}$ ) after seven and one half (7  $\frac{1}{2}$ ) hours worked in a day and double time after twelve (12) hours in a day; and
  - b. Time and one half (1  $\frac{1}{2}$ ) for work performed on Saturday provided that the employee must have completed thirty seven and one half (37  $\frac{1}{2}$ ) hours in the preceding Monday-Friday unless 37  $\frac{1}{2}$  hours of

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work were not available to the employee based on his/her seniority.

c. Double time for work performed on Sunday provided that the employee must have completed thirty seven and one half (37 ½) hours in the preceding Monday-Friday unless 37 ½ hours of work were not available to the employee based on his/her seniority, and further provided that the employee has not refused Saturday overtime for that same weekend.

Paid non-work hours and daily overtime hours shall be counted as worked hours for the purpose of determining Saturday and Sunday overtime.

#### SECTION 5. SPLIT SHIFTS

There shall be no split shifts, but in case of emergency of any store that might change display windows in late afternoon or evening, the employee shall be permitted to go back and wash the inside of said windows at overtime rates. This overtime will not have to be taken off the following week. When an employee is called back to work after completing his regular shift, he shall receive a minimum of two (2) hours work or two (2) hours pay at the applicable overtime rate.

# **SECTION 6. HOLIDAYS**

The following holidays will be observed:

New Year's Day Presidents' Day Veteran's Day Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day

Christmas Day

Labor Day

Floating Holiday\*

Employees shall be eligible for all holidays except the floating holiday upon completing their probation.

\* Employees shall be eligible for their floating holiday one year from their date of hire with the Employer. The employee shall request the floating holiday in writing at least two weeks prior to the date s/he wishes to take it and the request shall be by mutual agreement.

If a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday, provided that in cases of emergency, special arrangements can be made with the Union. If a holiday falls on a Thursday, an employee who gives

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the Employer one (1) week notice will be permitted to take the following Friday off on his own time without penalty. If a holiday falls on a Tuesday, an employee may be permitted to take the previous Monday off on his own time without penalty provided the entire shop agrees or it is mutually agreed to by the Employer and employee.

All employees shall receive a full day's pay for the observance of said holidays, regardless of the day on which the holiday occurs, provided such employees have reported to work on their regular working day immediately before and immediately after said holiday. An employee shall have been considered to have reported for work, if absence on the day before or after said holiday is due to express permission of the Employer or to a bona fide illness, or to a dispute between Employer and Union that has resulted in work stoppage. An employee required to work on a holiday shall be paid by the Employer for whom he works at the rate of double time in addition to his regular pay. Under no condition whatsoever shall work be permitted on Labor Day. No man shall be laid off for the purpose of defeating this provision.

#### **SECTION 7. WAGES**

(a) The minimum hourly wage for all journeymen and for all scaffold and bos'n chair work shall be as follows:

	April 1, 2013
	<u> April 1, 2013</u>
Base	<del>\$20.65</del>
Dase	Ψ20.05
Scaffold/Bos'n Chair	<del>\$22.11</del>
Scanola, bos ii Chall	サムベ・エエ

	<u> August 1, 2014</u>	<u> April 1, 2015</u>	<u>April 1, 2016</u>
Base	\$21.15	\$21.65	\$22.25
Scaffold/Bos'n Chair	\$22.61	\$23.11	\$23.71

(b) If the Employer posts the position for Leadman, the job shall be open for bid. If the skills and ability are relatively equal seniority shall govern.

Skills and ability required for the Leadman position are the following:

- 1. The ability to communicate with building managers and/or engineering staff.
- 2. Must be able to read and explain OPUS requirements.
- 3. Must have knowledge of CAL-OSHA, ANSI-IWCA, I-14 standards and CA Labor Code that governs window cleaning operations as long as information is posted in the shop.
- 4. Must be able to conduct monthly safety training meetings.

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The Leadman shall receive one dollar and twenty-five cents (1.25) per hour premium over the rate of job he is performing. General duties shall be as follows:

Under general supervision instructing employees in Company's overall method of operation. Assigns employees to particular duties, inspects and checks the employee's work for efficiency and accuracy. Must integrate his operations with those of other crews and department whenever necessary. Also oversees compliance of Safety Regulations.

(c) Inexperienced persons may be hired by the Employer, subject to all provisions of this Agreement, provided that no journeyman window cleaner shall be displaced as a result of such employment, except that the Employer may retain inexperienced employees with longer seniority than newly hired Journeymen for the purpose of training only. The ratio of any one (1) inexperienced employee to four (4) journeyman window cleaners shall not be exceeded, except that shops employment less than (4) journeymen window cleaners may hire not more than one (1) inexperienced person. Inexperienced employees shall be paid the following minimum hourly wages:

	<u>Start</u>	After 975 hours worked	After 1950 hours worked	After 2925 hours worked
Effective <b>8/1/14</b> Base: Scaffold/Bos'n Chair:	\$13.50 \$15.00	\$14.50 \$16.00	\$15.50 \$17.00	\$17.45 \$18.91
Effective 4/1/15 Base: Scaffold/Bos'n Chair: Effective 4/1/16	\$14.00 \$15.50	\$15.00 \$16.50	\$16.00 \$17.50	\$17.95 \$19.41
Effective 4/1/16 Base: Scaffold/Bos'n Chair:	\$14.60 \$15.10	\$15.60 \$17.10	\$16.60 \$18.10	\$17.55 \$20.01
	Start	975 19	fter After 050 2925 ours hours	
			rked worked	
Base: \$16.95 \$17.45	\$ <del>13.00 \$13</del>	<del>.50 \$14.00 \$</del>	<del>\$14.50 \$15.00</del>	<del>) \$15.50</del>
Scaffold/Bos'n Chair:	\$14.50	<del>\$15.50</del> \$16.	<del>.50 \$18.41</del>	

Journeyman rates paid: after 3900 hours worked

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Any inexperienced employee who has served a portion of his training period with one Employer and is subsequently hired by another Employer, part to this Agreement, may be credited with the training time served, upon mutual agreement of the Employer and the Union. When an inexperienced person is hired, it shall be compulsory that the inexperienced person work with a journeyman for a period of not less than six (6) months, regardless of the scale that the inexperienced person may be paid. If an inexperienced person is not qualified to perform the work he shall either be laid off, or, by mutual agreement between the Union and the Employer, his training time may be extended. There shall be no reduction of hours for any employee as a result of the signing of this Agreement.

An Employer hiring inexperienced persons shall be required to train such persons in all phases of the window cleaning craft.

At no time shall an inexperienced person be allowed to work more than seven and one-half (7  $\frac{1}{2}$ ) hours per day or more than thirty-seven and one-half (37  $\frac{1}{2}$ ) hours per week without the prior approval of the Union.

Journeymen window cleaners must be required to do all phases of window cleaning work as requested by the Employer, provided that no employee shall be disciplined under this provision without prior notice to the Union and discussion of the specific case involved. If the parties fail to agree, the case shall be handled as provided in Section 22 below.

# SECTION 8. HEALTH INSURANCE, DENTAL, VISION, PRESCRIPTION DRUG AND LIFE INSURANCE

# (a) Health Insurance

- 1. This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees covered by this Agreement and their dependents.
- 2. All employer contributions referred to in this Section shall be paid into the General Employees Trust Fund, created under the terms of said plan in accordance with the procedures set forth below. It is understood that all questions concerning eligibility of employees for coverage shall be determined by the Trustees of the said Trust Fund.

The Employer shall provide benefits as contained in the agreed upon worksheet between the Employer and the Union of Menu Plan C18 through General

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Employees Trust Fund for eligible employees and dependents. The cost of the current Plan, as of April 1, 2013 **2014** is \$1303.47 **\$1360.75** per month.

3. Between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day of each month, the Employer shall submit to the Trust Fund a list of all employees who have worked seventy-five (75) hours or more during the preceding calendar month. The list shall indicate the number of hours worked by each employee. Paid vacations, paid holidays, and paid sick leave are considered as hours worked in computing group insurance plan contributions. The Employer shall pay into the Trust Fund each month an amount to cover the cost of the benefits.

New employees hired after April 1st, 2010 (with the exception of returning Journeyman employees) shall become initially eligible for payment of the Health and Welfare premium after working nine hundred seventy five (975) hours and then working a minimum of seventy-five (75) hours in a subsequent calendar month. The definition of a "returning journeyman" who would not have to wait for a health and welfare contribution as defined above is a journeyman who has worked as a window cleaner for a signatory or me-too employer in the City and County of San Francisco within twenty-four (24) months of being hired by his/her current employer. Any journeyman on payroll of a signatory or me-too employer as of the date of ratification does not have to wait nine hundred seventy five (975) hours for health care.

- 4. The Employer agrees that the employee benefits established by the General Employees Trust Fund shall be maintained for the life of this Agreement. If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay such increases as may be necessary in order to maintain the present employee benefits.
- 5. The Employer shall comply with all provisions of the Trust Fund and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Trust Fund.
- 6. If any employee works seventy-five (75) hours or more in the calendar month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employees in the same amounts as through the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.
- 7. The Employer hereby accepts the terms of that certain Agreement and

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Declaration of Trust entered into at San Francisco, California, creating the General Employees Trust Fund and further agrees to become a party to said Agreement and Declaration of Trust. Employer hereby agrees to be bound by all of the provisions of said Agreement and Declaration of Trust and hereby acknowledges prior receipt of a copy thereof.

- 8. If an employee who has had six (6) months or more of service is injured or ill, the Employer shall continue to make monthly contributions on his behalf for at least two (2) months.
- 9. If future regulations are passed that render this section as noncompliant with the ACA, the parties agree to reopen this section in order to bring it into compliance.

#### SECTION 9. PENSION

There is hereby established plan for the purpose of providing pension or retirement benefits to employees covered by this Agreement. The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified below. The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the power delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged.

Effective April 1, 2013 2014, based on March, 2013 2014 hours the contribution rate to the Fund shall be two dollars and fourteen cents (\$2.14) per hour for each straight time hour worked and paid for. Paid vacation, paid holidays and paid sick leave are considered as hours worked in computing contributions.

The Employer and the Union agree to adopt the Preferred Schedule for Benefit Changes and Supplemental Contributions adopted by the Trustees of the National Industry Pension Fund (NIPF), and any amendments thereto, for the life of this Agreement. The supplemental contribution amount is 37.6% of the above the contribution amount of \$2.14 per hour is 48.3% in 2014, 59.8% in 2015, 72.1% in 2016, and 85.5% in 2017.

# SECTION 10. SICK LEAVE AND FUNERAL LEAVE

Effective June 1, 1978 e Every employee covered by this Agreement who has been employed by his Employer shall be permitted to accumulate five (5) days

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sick leave per year accumulated at the rate of 1.7 days for each four (4) months of service.

This paid leave can be used for a bona fide illness, accident or funeral leave, or to care for an immediate family member as defined below. This five (5) days per year shall be accumulated to a maximum of thirty (30) days.

Every employee shall earn sick leave for each month in which he/she works the 75 hours per month needed to qualify for Health & Welfare benefits. Paid vacations, paid holidays, and paid sick leave are considered as hours worked for computing eligibility for paid sick and funeral leave each month.

Earned paid leave benefits shall be paid in the following manner:

First (1<sup>st</sup>) full workday's absence, no pay except where the employee is hospitalized on such first (1<sup>st</sup>) day; succeeding workday's absence, full pay until earned sick leave benefits are exhausted.

The waiting period herein provided before full pay commences shall apply to each employee and not each illness or accident. Employees working for one (1) Employer will only have one (1) waiting period. Employees working for multiple Employers shall have one (1) day wait for the first illness or accident for each Employer.

If the employee desires to utilize any earned leave for funeral leave it shall be for a death in the immediately family and immediate family shall be defined as: Spouse, Domestic Partner, Son, Daughter, Father, Mother, Brother, Sister, Grandson, Granddaughter, Grandfather and Grandmother.

Upon resignation, voluntary quit, retirement, discharge, or layoff, all unused sick leave shall be paid to the affected employee at his hourly rate of pay.

The Union and the Employer hereby expressly waive the provisions of Chapter 12W to the Administrative Code of San Francisco relating to paid sick leave. Those provisions shall have no application to the employees covered by the Agreement between the Employer and the Union during the term of this Agreement.

#### SECTION 11. SCAFFOLD AND BOS'N CHAIRS

All Scaffolds and Bos'n Chairs must be hung by men who work on same. A minimum of two (2) journeymen must work together on all Scaffolds and Bos's Chairs whenever practicable. Inexperienced employees shall not be allowed to

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work on Scaffolds or Bos'n Chairs, until the inexperienced person has worked at the trade for at least six (6) months. Then the inexperienced person must work with a journeyman.

# SECTION 12. VACATIONS

All employees who work continuously for one (1) Employer for one (1) year shall receive a minimum of ten (10) days vacation with pay at the prevailing straight time rate annually.

All employees who work continuously for one (1) Employer for two (2) years or more shall receive a minimum of twelve (12) days vacation with pay at the prevailing straight time rate annually.

All employees who work continuously for one (1) Employer for five (5) years or more shall receive a minimum of fifteen (15) days vacation with pay at the prevailing straight time rate annually.

All employees who work continuously for one (1) Employer for twelve (12) years or more shall receive a minimum of twenty (20) days vacation with pay at the prevailing straight time rate annually.

Employees whose employment terminates after six (6) months or more shall receive vacation pay prorated on the basis of one (1) days pay for each month of service during the first (1<sup>st</sup>) five (5) years of employment, and on the basis of one and one-fourth (1  $\frac{1}{4}$ ) days pay for each month of service thereafter. Employees whose employment terminates after twelve (12) years of employment shall receive vacation pay prorated on the basis of one and two-thirds (1  $\frac{2}{3}$ ) days pay for each month of service.

Every employee shall earn vacation for each month in which he/she works the 75 hours per month needed to qualify for Health & Welfare benefits. Paid vacations, paid holidays, and paid sick leave are considered as hours worked for computing eligibility for vacation each month.

# SECTION 13. MILITARY SERVICE

All Window Cleaners entering the military service of the United States shall, upon their return to civilian life, retain their former shop seniority, providing they are physically fit and apply for their former jobs within ninety (90) days.

#### **SECTION 14.** TRAVEL

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- (a) All commercial vehicles shall be furnished by the Employer. Each contractor may designate as many men as are necessary to drive the contractor's vehicles and also clean windows, subject to notification to the Union. These men shall not be allowed to clean windows or drive vehicles more than thirty-seven and one-half (37 ½) hours per week. The contractors name, telephone number and address must appear on the vehicle driven by the employee. All vehicles must be driven by a journeyman, unless otherwise authorized by the Union. Unless authorized by the Employer and the Union, no vehicle shall be used in any manner by an employee after working hours, but shall be returned to the shop each day. No employee shall be disciplined or discharged because of a refusal to drive the contractor's vehicle.
- (b) All traveling time and transportation expenses shall be paid by the Employer, except that an Employer may require an employee to report directly to a job and to leave any job at the end of the working day without providing transportation expense or travel time to first job or from last job, provided that all assigned work is within the city limits of San Francisco. All out-of-town work shall be voluntary, and no employee shall be required to accept out-of-town assignments.

# **SECTION 15. RESTRICTIONS**

The foreman shall not be allowed to clean windows. This section does not apply to principal owners.

#### SECTION 16. EQUIPMENT

Employers shall furnish the employee all normally issued tools and working equipment for that day and the employee shall be held responsible for same except when ordered to leave tools on the job in an unsecured area. The company will notify the employee as to who in the company will issue and receive tool inventory.

All new window cleaning tools must be submitted for approval by the person to employ such new tools. They shall be screened by the joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. They shall not be put into use without the prior approval of said committee. It is recognized that the loss of the Company issued "bucket tools", other than for loss due to bona fide accidents of normal wear and tear will be grounds for the employee to replace the "bucket tools" at the Company cost.

#### SECTION 17. SUBCONTRACTING

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No piece work or sub-contracting of work shall be allowed unless mutually agreed upon by the Union and the Employer.

#### **SECTION 18. SAFETY**

- (a) Suitable belts must be used on all buildings that have anchor bolts. Ropes on belts and on Bos'n Chairs must be renewed every six (6) months, or on demand of employee.
- (b) No windows shall be cleaned that are not in good working order.
- (c) No window cleaner shall be allowed to work on an extension ladder more than four (4) hours in any one (1) day. Only in case of extreme emergency, where an employee can finish a job, one (1) hour more will be permitted.
- (d) A person shall be placed at the foot of all ladders in use that exceed eighteen(18) feet in length. Two (2) window cleaners shall work together on extension ladders which are extended thirty-six (36) feet or more in length.
- (e) It is agreed that when the personal safety of a member is concerned, his refusal to work on defective windows, or inadequate window cleaning equipment, shall not be sufficient cause for discharging of the employee and it is further agreed that said member will not be penalized for such refusal by a the Employer.
- (f) All other safety conditions not specified herein, but which form a part of the rules and regulations of the California Occupational Safety and Health Administration (Cal-OSHA) for Window Cleaners, shall be observed by the Employer.
- (g) When the personal safety of a member is concerned, his refusal to pass through a picket line shall not constitute a violation of this Agreement.
- (h) Where acid is used on scaffold work, steel falls shall be used instead of rope falls. Whenever employees are obliged to use acid in the course of their employment, Employers shall furnish employees with rubber gloves or other necessary equipment.
- (i) The Parties agree to establish a Labor-Management Committee of a maximum of seven (7) members from each side. This committee is meant to discuss areas

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of mutual concern such as safety, training and the preservation of standards in the Window Cleaning Industry. It is not intended to discuss contractual issues.

# **SECTION 19. BREAKAGE**

Employees shall not be held responsible for any breakage or damage, and no deductions shall be made from the employee's wages for any breakage or for insurance, public liability, property damage, employees compensation or for any other reason or purpose except those deductions required by law. Deductions may be made from employees' wages in order to purchase group insurance, provided that the Union is advised in advance concerning the proposed establishment of any group insurance plan the employee agrees voluntarily to be a party to such a group insurance plan.

## SECTION 20. DISCHARGE AND DISCIPLINE

Any Employer discharging or disciplining a member of the Union must have just and reasonable cause. In case of a dispute, it shall be taken up under Section 22 of this Agreement.

# SECTION 21. SHOW-UP PAY

Any employee who is ordered to work and is not put to work must receive two (2) hours pay. Any employee instructed not to come to work because of rain or wind will not be entitled to show-up pay if informed within four (4) hours prior to the start of the shift. Such notification shall be solely based on seniority of people who work out of the shop and shall not be for punitive, discriminatory or personal favoritism reasons. Any employee who is put to work shall be quaranteed seven and one-half (7 ½) hours work or pay.

#### SECTION 22. GRIEVANCE PROCEDURE

In case of a grievance or dispute concerning the interpretation or application of the terms of this Agreement, a representative from the Union and a representative from the Employer shall immediately attempt to settle the grievance or dispute.

The right to grieve is lost if the grievance is not brought up in writing within thirty (30) working days from the time the Union is aware of such dispute.

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If the parties are unable to do so, a Board of Adjustment composed of two (2) representatives from the Union and two (2) representatives from the Employer shall, within ten (10) working days after written notice is mailed by either party to the other, meet to consider all questions under dispute and endeavor to arrive at a satisfactory settlement.

By advance mutual agreement of the Parties, an Adjustment Board as described above can be convened with the addition of a neutral mediator. The mediator will provide a non-binding recommendation to the parties to assist the parties in settling the grievance. If the parties reach a settlement, it shall be reduced to writing the day of the Board of Adjustment and signed off by the Board members.

The parties may file for Arbitration if the grievance is not settled at the Board of Adjustment. The party filing the Arbitration shall notify the other in writing within twenty business (20) days of the Board of Adjustment.

The Arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator, they shall request a list of nine (9) arbitrators from the FMCS. Upon receipt of such a list, the parties shall alternately strike one (1) name from the list until one name remains. That person shall serve as arbitrator. The party striking the first name shall be determined by the flip of a coin. The costs of the Arbitration shall be borne equally by the parties. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employee(s). The Arbitrator shall have no authority to add to, amend, delete or modify this Agreement.

#### SECTION 23. CHECKOFF

- (a) The employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union.
- (b) Membership dues shall be deducted in the following manner:
- 1. Deducting for monthly dues shall be made from each paycheck based on the percentage established by the Union up to the maximum monthly dues amount commencing with the second (2<sup>nd</sup>) month of employment.
- 2. Deduction for initiation fees, in the case of new employees not members of the Union, shall be deducted from the second  $(2^{nd})$  pay check received by such employee during the second  $(2^{nd})$  month of their employment.

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- (c) All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary-Treasurer of the Union not later than the last day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deductions made.
- (d) It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorization from the individual affected.
- (e) The Union agrees to indemnify and hold the Employer harmless as to this provision.

# SECTION 24. MISCELLANEOUS

- (a) The Employer agrees to notify the Union of all jobs and also agrees to give notice to the Union of all new jobs and job cancellations within thirty (30) days.
- (b) The Union shall have the right to inspect the payroll concerning any employees covered by this Agreement, including records showing straight time and overtime work.
- (c) "During the term of this Collective Bargaining Agreement, the San Francisco Window Cleaning Contractors Association and Service Employees International Union Local 1877 shall each appoint three (3) persons to a joint labor/management study committee. The purpose of the joint Study Committee will be to examine the feasibility and practicality of creating a joint labor/management state certified apprenticeship program including the costs that would be attached to creation of such an apprenticeship program. The committee will attempt to arrive at a joint recommendation during the term of this Collective Bargaining Agreement and present such recommendation to Service Employees International Union Local 1877 and the San Francisco Window Cleaning Contractors Association for further discussion between the Parties."
- (d) Most Favored Nations Clause: If, during the term of this Agreement, the Union enters into a collective bargaining agreement or allows practices with another employer or group of employers employing employees in the classifications covered hereunder which provided for a total compensation package of wage rates or economic fringe benefits which are favorable to any employer than the total of the corresponding or similar provisions of the Agreement, then it is agreed that those more favorable conditions will become effective under the terms and conditions of this Agreement on the same date that they become effective under the other collective bargaining agreement.

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- (e) Alcohol and Drug Testing:
- 1) **Purpose**. This policy is to provide guidelines for "reasonable suspicion" alcohol and controlled substance testing to be effective April 1, 2000.
- 2) **Scope.** This policy applies to all employees of the Employers signatory to this Agreement.
- 3) **<u>Definitions.</u>** For the purpose of this policy, controlled substances are the drugs that the Federal Department of Transportation (D.O.T.) has defined in its drug testing program. These drugs are marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

# 4) **POLICY**

# A. General Rules.

No employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater, or use any controlled substance except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her job duties.

An employee whose conduct indicates that he/she is not in a physical condition to perform his/her job safely and efficiently will be required to submit to an alcohol and/or a controlled substance test.

A manager must have a "reasonable suspicion" that the employee is under the influence of, or adversely affected by, alcohol or a controlled substance. Reasonable suspicion exists when there is a clear indication of impairment based on objective evidence and/or based on specific personal observation by a manager who can attest to the appearance, behavior, speech or breath odor of the employee. The manager will document his/her observations and reasons for requesting testing, and get a witness where there is at least one (1) additional employee at the same worksite. Those observations may include but are not limited to:

- Abnormal work performance;
- Any combination of physical conditions and/or symptoms such as unsteady balance, alcohol on breath, glassy eyes, reddened eyes, unsteady gait, etc.;

# CONTRACT DRAFT 08/26/14

- Abnormal person behavior or unusual interpersonal relations on the job;
- It is the Employer's policy to test for the abuse of drugs and alcohol following certain accidents on the job, AND when an individual is involved in an OSHA-reportable accident. An accident is defined as requiring more than first aid (e.g. treating by a physician or hospitalization), injuries that require lost time (at least ½ day), or loss of consciousness. When such accidents occur, a urine drug screen and breath alcohol test will be done.

The Employer will provide training to make managers aware of the above conditions.

An accident that occurs under suspicious circumstances or without any logical explanation may establish "reasonable suspicion" for requiring the employee involved to be tested; however, the mere fact that an accident occurred is not sufficient in itself to establish reasonable suspicion. In any case, an employee involved in a work-related accident who is the victim of another's carelessness shall not be subjected to any testing merely because he/she requires medical treatment.

Failure by an employee to submit to a test when reasonable suspicion exists shall be grounds for termination. Any employee who tests positive for a controlled substance and/or an alcohol test showing a concentration of 0.04 or greater or is in violation of any part of this policy may be subject to disciplinary action which could include suspension and/or termination.

If an employee tests positive or if they volunteer to enter a program, they must enter a program for rehabilitation. Upon successful completion of this program they will be allowed to return to work; however, if they test positive a second time, they shall be terminated without recourse to the grievance procedure.

#### B. Reasonable Suspicion Testing Procedure.

All alcohol and controlled substance testing will be performed at a qualified collection site. Alcohol testing will be done by Breathalyzer (evidential breath testing device) and controlled substance testing by urine specimen (an initial screening test is done and if necessary a conformation test using gas chromatography/mass spectrometry). Alcohol and controlled substance testing will be done during an employee's paid time.

# CONTRACT DRAFT 08/26/14

All samples which test positive for controlled substances will be confirmed using a chromatography/mass spectrometry test, or it may be confirmed by use of a superior or equally reliable test if such becomes available.

The employee, at his/her personal expense, will have the opportunity to have a reputable testing facility test the same sample as was submitted to the original test facility. Accepted chain of custody procedures must be followed and the test facility selected by the employee must meet all standards set by Federal/Health Agencies for laboratory performance using certified Medical Technologists and Technicians. An employee may request the independent test by notifying the Employer or its manager in writing within two (2) calendar days after the day when the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated Employer representative, a designated Union representative, or a designated legal representative.

None of the testing procedures are intended to be in violation of the law, and if any part of this Policy comes to be in violation of Federal, State law or City Ordinance, only that part shall be void and it shall not nullify any other provisions of this policy.

f) If the Employer goes out of business, the parties agree to meet to discuss severance pay.

#### SECTION 25 - NO STRIKE/NO LOCKOUT

The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore, mutually agree that during the term of this Agreement, the Employer shall not lock out its employees, nor shall the Union or its members either cause, sanction, or engage in any strike, or slowdown or stoppage of work of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall, upon notice from the Employer, immediately direct the affected employees to resume immediately normal operations.

It is understood that the observance by an individual member of the Union of a lawful picket line or another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this Agreement.

# SECTION 26. INDUSTRY STABILIZATION

# **CONTRACT DRAFT 08/26/14**

- (a) The Employer shall contribute five cents (\$.05) for each straight time hour worked by employees under this Agreement to the Maintenance Cooperation Trust Fund, whose purpose is to enforce wage and hour, OSHA, insurance and other laws affecting the Window Cleaning Industry.
- (b) The Union agrees that no employee working under this Agreement shall engage in any window cleaning in the commercial office, commercial residential or retail sectors in the City and County of San Francisco which is not under the terms of this Agreement.

# SECTION 27. TERM OF AGREEMENT

This Agreement shall become effective as of April 1, <del>2013</del> **2014** and shall remain in effect until March 31, <del>2014</del> **2017**, and shall continue from year to year thereafter, provided, however, that each party reserves the right to give notice, in writing, to the other at least sixty (60) days prior to March 31, <del>2014</del> **2017** of its desire to change or terminate said agreement.

Signed this	day of	<del>2013</del> <b>2014</b> .
FOR THE SAN FRANCISCO WINDOW CLEANING CONTRACTORS ASSOCIATION	FOR THE WINDOW CLE SEIU USWW	ANERS UNION
	Ву:	
By:	Colin O'Leary	
By: James Beard	Union Representative	
	Ву:	
	Carlos Garza	
	Able	
	By:	
	Jose Garza	
	Able	
	Ву:	
	Mario Barragan	<del></del>
	Able	
	Ву:	
Date:	Joel Pineda	
	CBM	
	Ву:	
	21	

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Guillermo	Rodriguez
Glasstech	

Date:	

Signatory Window Cleaning Employers:

ABLE BUILDING MAINTENANCE
CAPITAL BUILDING MAINTENANCE
CENTURY WINDOW CLEANING
DELTA WINDOW CLEANING
ELITE WINDOW CLEANING, INC.
GLASSTECH
LEWIS & TAYLOR BUILDING MAINTENANCE

# CONTRACT DRAFT 08/26/14

# NATIONAL INDUSTRY PENSION FUND APPENDIX FOR COLLECTIVE BARGAINING AGREEMENTS BETWEEN EMPLOYERS AND SEIU LOCALS

#### Section 1. COVERAGE

The San Francisco Window Cleaning Contractors Association, acting on behalf of all Employers signatory this Agreement ("Employer"), agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below.

#### Section 2. TERM

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof. The employer agrees to abide by the Preferred Rehabilitation Plan.

#### Section 3. CONTRIBUTIONS

- (a)(1) As of April 1, <del>2013</del> **2014**, the Employer agrees to contribute to the Fund \$2.14 per straight time hour worked and paid for all employees covered by the Agreement.
  - (2) The supplemental contribution amounts is 37.6% are 48.3% in 2015, 59.8% in 2016 and 72.1% in 2016 of the above contribution amount of \$2.14 per hour.
- (b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine
- (c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

# Section 4. TRUST AGREEMENT

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies,

#### CONTRACT DRAFT 08/26/14

receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board

# Section 5. COOPERATION

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

# Section 6. APPROVAL BY TRUSTEES

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

#### Section 7. MISCELLANEOUS

In the event of any inconsistency between this appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

For the Employer:	For the Union:	
By:	By: Colin O'Leary	
Date:	Date:	

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Letter of Understanding concerning the Affordable Care Act

By signing below the parties agree that if future regulations are passed or existing regulations are interpreted to mean that the parties may have an obligation to revise existing provisions as a result of the ACA, then the employer reserves the right to re-open the contract on all economic items.

# **CONTRACT DRAFT 08/26/14**

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# Attachment 7

Prevailing Wage Determination

Agreement between San Francisco Window Cleaning Contractors Association and Window Cleaners Union, SEIU Local 1877, AFL-CIO

# SAN FRANCISCO MASTER PARKING AGREEMENT

By and Between the Signatory Parking Operators and Teamsters Local Union No. 665

December 1, 2012 through November 30, 2015

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# GARAGE AND PARKING FACILITIES AGREEMENT December 1, 2012 through November 30, 2015

#### **PREAMBLE**

This Agreement is made and entered into by and between the Jurisdictional Operators of Parking Facilities referenced in Section 34, hereinafter referred as the "Employer", and **Teamsters Local Union No. 665**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", covering the employment of persons coming under the jurisdiction of the Union in San Francisco, California.

#### **SECTION 1: RECOGNITION**

The Employer hereby recognizes the Union as the exclusive collective bargaining representative of all employees employed by the Employer to perform work in the classifications specified in Section 15, "DUTIES", herein, and employees performing work in these classifications shall be known by the term: "Garage Employees."

It is agreed that the signing of this Agreement shall constitute a recognition of the Union, and it is further agreed that no member shall be discharged for activity in or representing their Union. Persons not covered by this Agreement, including non-bargaining unit employees of the Employer, shall not, under normal circumstances, perform any work or services covered by this Agreement.

#### **SECTION 2: HIRING**

Only members in good standing in the Union shall be retained in employment. For the purposes of this Section, "members in good standing" shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

The Employer shall require new employees to obtain a referral from the Union before starting to work, and it shall be the Employer's responsibility for any violation of this Section in the Agreement. The Employer shall pay a \$100.00 fine per day and per violation, to be disbursed by the Union, but this fine shall be subject to the grievance procedure in the Agreement.

The Employer shall be the judge of the competency and fitness of the employee for all purposes, including hiring, promotion, and demotion. When an employee is engaged outside of the Union office, the employee shall be required to obtain a referral from the Union before starting to work.

A. Probation Period: Employees hired after the ratification of this Agreement shall be on probation for the first ninety (90) calendar days of employment. New employees terminated by the Employer during the ninety (90) day probationary period shall not be subject to the grievance procedure. Wages and other working conditions in the contract shall apply to employees during the probationary period.

- B. Non-Discrimination: There shall be no discrimination in hiring, promotion, or other aspects of employment, because of age, sex, race, creed, color, national origin, physical handicap, marital status or sexual orientation. No employee shall be discriminated against by the Employer for living up to and observing the provisions of this Agreement. The Employer agrees to promote diversity in hiring and promotion within the bargaining unit.
- C. Cost of Hiring: The Employer agrees to pay the cost of medical examination and bonding fees if required. The Employer shall pay employment agency fees if it or its agent specifically orders employees from employment agencies.
- D. Observer Status: The Union shall have the right to attend and observe final, pre-employment meetings where a bona fide offer of employment is tendered to any prospective new-hire in the bargaining unit.

The Union shall not retain any rights which shall prevent the Employer from offering employment to any prospective employee. Further, the Union retains the right to waive attendance at such meetings.

Effective January 1, 2013 operators/signatures to this Agreement will be required to submit to the Union a comprehensive list including the names of employees, hire date, current rate of compensation and work location. The list must be provided to the Union no later than the 15th of the following month.

In the event that an Employer does not provide this employment audit list to the Union in the timeframe noted the Employer shall pay a fine of \$2500 for each month the list is not received. In addition, if additional employees are determined to be working for the Employer, but not included on the list, the Employer may pay up to \$100.00 for each day the employee has been omitted from the Employer Audit List.

The Union retains the right to waive the financial penalties outlined in this clause, at its discretion.

#### **SECTION 3: UNION MEMBERSHIP**

Membership in the Union on or after thirty-one (31) days following the beginning of employment, or the effective date of this Agreement, whichever is later, shall be a condition of employment to the extent consistent with the law.

Upon satisfactory proof from the Union, the Employer agrees to suspend or discharge any employee who fails to make application for and complete membership in the Union or, alternatively, fails to tender initiation fees and dues uniformly required as a condition of acquiring or retaining membership. The Union shall hold the Employer harmless from any and all liability.

The Employer agrees that members of the Union shall not be discriminated against or be penalized because of activities in the Union, provided said activities do not interfere with their regular employment.

The Union may designate an individual to serve as shop steward. There shall be neither discrimination against nor preferential treatment, for purposes of layoff or recall, of the steward because of Union activity.

The Employer at the request of the Union is to deduct from the wages of employees, membership dues (and initiation fees) of the Union, and promptly transmit such funds to the Union; provided, that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of more than one (1) year, or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner.

#### SECTION 4: SENIORITY

A. Definition: For the purpose of this Agreement, seniority is defined as time spent on the active payroll or actively at work for the Employer at the facility covered by this Agreement on a continuous basis. Any employee transferred to any facility of his or her Employer will carry with him or her all seniority heretofore established.

B. Application: When it is necessary to increase or decrease the number of employees, the principle of seniority shall be observed. The last person hired shall be the first person laid off and the last laid off shall be the first rehired. The rule of seniority of employees covered by this Agreement shall apply only within each Employer and shall prevail on different jobs providing the senior employee is qualified to fill the job of the junior employee. The rule of seniority shall also apply to vacation periods. Seniority shall also apply to shift and holiday preference provided the senior employee is capable and qualified to perform the work as determined by the Employer.

- C. Seniority Rights: Companywide seniority rights shall apply to layoffs, reduction in hours, location changing from one to another and vacation entitlement.
- D. Open Job: As additional help is needed at an individual location, employees, in seniority order, may be given the opportunity to fill such open job, and hours if they have applied to the Employer, provided the senior employee is capable and qualified to perform the work as determined by the Employer.

Seniority shall not prevent the Employer from moving any employee from one location to another location. There shall be at least one shift bid per year per location. An employee may exercise his or her seniority only at that location.

- E. Layoff: Any employee at the time of layoff will, if recalled within one (1) year, be credited with the amount of service credit he or she had at the time of layoff.
- F. Recall: The seniority of an employee will be terminated for failure to report for work within five (5) working days after notice of recall is mailed by Certified Mail by the Employer, to the last address of the employee on the Employer's records.
- G. Broken Seniority: Seniority shall also be broken for the following reasons: Voluntary quit, discharge for cause, retirement, absence from work from three (3) consecutive scheduled work days without proper report of and proof of reason for absence, the use of intoxicants or drugs during the hours of employment, or leaving his or her place of employment before the completion of his or her designated shift, unless permitted to do so by his or her Employer, layoff for a period exceeding the employee's seniority but not to exceed twelve (12) continuous months, suspension or revocation of driver's license, and not returning from a leave of absence. The term "drug" means any substance or combination of substances, other than alcohol, which could so affect the nervous system, brain, or muscles of a person as to impair, to an appreciable degree, his or her ability to drive a vehicle or perform work in the manner that an ordinarily prudent and cautious person, in full possession of his or her faculties, using reasonable care, would drive a similar vehicle under like conditions. (See Section 20 (S.)

#### **SECTION 5: VACATIONS**

- A. Each employee having had one (1) year completed continuous service with his or her Employer shall receive a vacation of one (1) week with pay.
- B. Each employee having had two (2) years' completed continuous service with his or her Employer shall receive a vacation of two (2) weeks with pay.
- C. Each employee having had five (5) years' completed continuous service with his or her Employer shall receive a vacation of three (3) weeks with pay.

- D. Each employee having had twelve (12) years' completed continuous service with his or her Employer shall receive a vacation of four (4) weeks with pay.
- E. Each employee having had twenty (20) years' completed continuous service with his or her Employer shall receive a vacation of five (5) weeks with pay.
- F. Each employee having had twenty-five (25) years' completed continuous service with his or her Employer shall receive a vacation of six (6) weeks with pay.
- G. Accrual: The vacation schedules contained herein shall be vested, accessed, paid out and/or awarded after the completion of the 1st year of employment, and thereafter, with the unvested accrual for such benefits taking place during the year prior to the award.

Vacation pay shall consist of an employee's normal and usual weekly or bimonthly earnings of all time worked, exclusive of overtime, and shall be paid to the employee on the last working day immediately preceding the actual commencement of the employee's vacation.

H. Beginning January 1, 2013, all employees shall receive a reconciliation of all past accrued vacation time, and a cash-out for all accrued vacation hours, up to and including hours worked on December 31, 2012.

This reconciliation and cash-out of these monies shall be completed on a piecemeal basis or before June 30<sup>th</sup>, 2013.

All employees will be allowed up to ninety (90) days after June 30<sup>th</sup>, 2013 to protest, through the contractual grievance procedure, any discrepancies discovered in this reconciliation and cash-out. Any protests regarding this reconciliation and cash-out filed after April 15, 2013 shall be considered null and void and shall be denied by a contractual grievance panel.

During the initial period of January 1, 2013 through November 30, 2013 all employees shall be entitled to take vacation as it accrues, in daily or weekly increments, throughout the year 2013, with advance permission from their Employer.

Beginning December 1, 2013, all employees shall accrue vacation benefits in accordance with schedules A through F above, on a calendar year basis, December through November of each year. Any cash-out awards after the initial reconciliation of January 1, 2013 shall take place in the month of December each year.

Employees shall receive a schedule of vacation accrual on a weekly or bi-weekly payroll basis, but no less than every six (6) months. Employees must use the "ninety (90) day wage claim" provision of this Agreement to protest any discrepancies detected by the employee upon the Employer's presentation of any vacation accrual schedule.

Employees hired after January 1, 2013 shall receive a pro-rata accrual of one-week vacation based on his/her date of hire during their first year of employment. The Employer shall adhere

to and follow the vacation accrual schedules A through F above for improvements in accrual rates during any calendar year, using the initial employment date or seniority date of each employee, whichever is deemed as primary based on the Change of Management/Change of Ownership sections of this Agreement.

I. No "Use-It-or-Lose-It": All employees shall be allowed, on a calendar year basis, to maintain their normal annual accrual, as a vacation "bank", at all times.

Forced cash-outs shall cause the Employer to provide for contractual health and welfare premiums for any period taken off in a calendar year, where time-off is taken in conjunction with the forced cash-out.

Vacation time may be split our used in the entirety of the normal annual accrual. Vacation time may be taken in one-day increments, with the permission of the employer. Nothing herein shall prevent the Employer and the employee to allow for a mutually agreed cash-out outside of the usual January cash-out period.

Vacation schedules shall be posted at the beginning of the calendar year at each location and shall be bid in seniority order; however, seniority shall not be used to "bump" vacation schedules which have been previously approved, after being bid in seniority order.

Posted Vacation Schedules shall be in weekly increments.

The utilization of vacation benefits shall not cause the employee to lose holiday or any other benefits contained in this Agreement.

No Automatic "Black-Outs": No time in the calendar year shall be under a "Black-Out". The Union and the Employer shall confer and mutually approve "Black-Outs" which may previously have been in place in the industry. Criteria for approval shall include the business and staffing needs of any given location, on a case-by-case basis at the sole discretion of the Employer.

Whenever a worksite is not subject to an approved "Black-Out", the number of employees allowed to utilize vacation benefits at any one time shall not be structured in such a way that the business needs of the Employer are jeopardized. Employees prevented from utilizing vacation because of "business needs" shall be offered alternative times by the Employer.

Regardless of the reason for termination from employment, including but not exclusive to voluntary quit, permanent lay-off, retirement, termination for cause, or other subjects of attrition, the employee shall receive all unused vacation up to and including time accrued on the last day of employment.

In the event of the death of an employee, the estate of the deceased employee shall receive the amount of all unused vacation.

J. The employee shall make all requests for vacation to the Employer within two (2) weeks prior to the requested time off, unless the vacation has been approved during the initial worksite vacation bid in January.

The Employer agrees to reply to all requests for Vacation Time Off within ten (10) days of receipt. The Employer shall not unduly restrict Vacation Time Off requests, and shall make every effort to accommodate the employee's request, and otherwise offer alternative dates where appropriate.

# SECTION 6: HEALTH & WELFARE: MAJOR MEDICAL; DENTAL; ORTHODONTIA; PRESCRIPTION DRUG; VISION COVERAGE; ACCIDENT & SICK; LIFE INSURANCE

During the life of this Agreement, the Employer shall provide to the employees a Health and Welfare Fund and shall pay to the administrator of the Bay Area Automotive Group Welfare Plan the premium and administrative cost as provided for in the appropriate Trust Agreement and amendments thereto.

All employees who have completed more than ninety-six (96) hours of work in the previous month shall be eligible for coverage under such plan on the first of the month following completion of more than ninety-six (96) hours of work.

Premiums must be paid by the tenth (10th) of the current month. Any Employer who failed to provide his or her employees with insurance benefits described above and who fails to pay the required premiums by the tenth (10th) day of the current month shall be held responsible to the employees herein covered for the benefits which would have been provided by such insurance coverage. It shall not be a violation of this contract for the Union to take necessary economic action upon failure of the Employer to pay premiums as above provided.

For each eligible employee, the Employer agrees to pay the premium and administrative cost of the Health and Welfare Plan, to include Indemnity Medical, Prescription Drug, Orthodontia, Life Insurance, Dental, Vision Coverage, Accident & Sick Coverage and Kaiser Option. Full maintenance of benefits on major Medical, Dental, Orthodontia, Prescription Drug, Vision Coverage, Accident and Sick Coverage, and Life Insurance, shall be maintained. The premium cost of the Kaiser option may not increase over the Indemnity Medical rate.

It is understood that the Employer contributions referenced above may be increased as determined by the Trust Fund Agreement in order to maintain such benefits at the same level as presently in effect. The level of Health and Welfare benefits will be maintained.

The Employer agrees to abide by all terms and conditions of the Trust Fund Agreement creating such Health and Welfare Funds as they have been or may be modified, altered or amended, and all regulations and rules of the Board of Trustees of such Trust.

Kaiser Option: There shall be a Kaiser option effective in each year of the contract. Each employee shall have the option of coverage under the Indemnity Medical Plan of the Bay Area Automotive Group Welfare Fund or the HMO Medical Plan offered by Kaiser Foundation Health Plan.

Each new employee shall make such selection at the time active employment starts. The Employer shall pay the Kaiser coverage in full and maintain benefits on future increases.

Contractual vacations and holidays shall be counted as time worked for the purposes of this Section. New employees shall be eligible for medical benefits subject to the following schedule:

First (1<sup>st</sup>) 6 months: No medical benefits

Next 6 months: Basic Major Medical or Kaiser; Prescription Drug; Life Insurance; Vision; Dental; Orthodontia; Accident and Sick.

Employers shall pay required contribution regardless of the Benefits above.

All employees who work more than ninety-six (96) hours in a month under B.A.A.G Policy No. 4026, or equivalent benefits under a different carrier, with maintenance of benefits, parties agree to seek change in carriers if identical benefits can be obtained by the Board of Trustees. The Trust may increase or decrease and modify benefits. Irrespective of the benefit entitlement set forth above, if an employee, prior to hiring by the Employer, has been covered under the Bay Area Automotive Group Welfare Fund within the last twelve (12) months prior to hiring, the employee shall be entitled to full benefits starting with the first month following the completion of more than ninety-six (96) hours of work with this Employer.

The Monthly Premium for the Plan shall not increase above \$990 until coverage for January 2015.

The Trust shall retain the ability to adjust the Schedule of Benefits for the Plan at any time in order to maintain a premium cost at or below \$990 a month, through January 2015. The Union will make a "best effort" to maintain the premium of \$990 through the life of this Agreement.

#### SECTION 7: PENSION PLAN

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee performing bargaining unit work, the sums as specified below, per hour, for each straight-time hour worked for such Employer, with a maximum of 2080 hours per calendar year. Such contributions must be made by the tenth (10th) day of each month. Vacations and paid holidays and all other days where time off is compensated under the Contract shall be counted as time worked for the purpose of this Section.

The Employer will contribute an additional 16.5% to the Western Conference of Teamsters Program for Enhanced Early Retirement (PEER) 80. The contributions required to provide the

Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

A. Probationary Employees: For probationary employees hired on or after December 1, 2008, the Employer shall pay an hourly contribution rate of \$0.30 (including PEER/80) during the probationary period as defined in Section 2, but in no case for a period longer the ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Section 7 of the Agreement.

After the expiration of the probationary period as defined in Section 2, but in no event longer than ninety (90) calendar days from the employee's first date of hire, the contribution shall be increased to the full contractual rate. This provision is only applicable for regular full-time and regular part-time employees serving a probationary period.

#### 12/1/2010, and thereafter:

The total contributions including PEER 80 to the Western Conference of Teamsters Pension Trust shall be \$2.19 per hour. (\$1.88 Basic Contribution Rate plus \$0.31 PEER rate.)

The Employer agrees to abide by all terms and conditions of the Trust Agreement creating such pension funds as they have been or may be modified, altered or amended, and all regulations and rules of the Board of Trustees of such Trust.

The Employer further agrees to abide by and be bound by, the method of selection of the Trustees of such Trust as specified in such Trust.

Any firm which fails to pay into such Trust Fund the monthly sums above provided shall be held responsible to the employees herein covered for the benefits which would have been provided by such pension coverage, and such firm shall pay all cost of collecting delinquencies, including attorney fees.

If the Trustees of the above Pension Trust fund find that an Employer has failed to make the monthly payments as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action.

## **SECTION 8: SUPPLEMENTAL INCOME 401 (k) PLAN**

The Employer shall contribute to the Supplemental Income 401 (k) Plan Trust Fund, on account of each employee of the bargaining unit coming under the jurisdiction of the Union, for each straight-time hour worked, the sums to be effective and computed as follows.

Employees working under this Agreement shall have Supplemental Income 401 (k) Plan Trust Fund contributions, as outlined below:

Effective 12/1/09, and thereafter; 1st 3 months of employment -No contribution. 4th month of employment & thereafter - \$0.25 (twenty-five cents) per hour

Contractual vacation and holidays paid for but not worked shall be considered as time worked for the purposes of this Section.

The Employer agrees to abide by all terms and conditions of the Trust Agreement creating such Trust Fund as it has been or may be modified, altered or amended, and to abide by all regulations and rules of the Board of Trustees of such Trust. The Employer further agrees to abide by, and be bound by the method of selection of the Trustees of such Trust as specified in said Trust Fund.

If the Employer fails to pay the Trust Fund the monthly sums above provided, the Employer shall be responsible to the employees herein covered for the benefits, which would have been provided by such Supplemental Income 401 (k) Plan coverage. The Employer shall pay all costs of collecting delinquencies, including attorney fees. All required contributions under this Section must be made by the tenth (10th) day of each month.

Employees may participate, and the Employer shall facilitate, the Supplemental Income 401 (k) Plan, through the Union's administrator, on behalf of all members working under this Agreement.

The Employer will make or cause to be made payroll deductions from participating employee's wages in accordance with each employee's salary deferral election subject to compliance with ERISA and Tax Code Provisions. The Employer will forward the withheld sum to the Supplemental Income 401 (k) Plan, or its successor, at such time as such form and manner as required pursuant to the plan trust and the paycheck deductions shall be before-tax contributions.

#### **SECTION 9: HOLIDAYS**

#### A. Holiday Schedule

New Year's Day M.L. King, Jr. Birthday President's Day Independence Day Memorial Day

Labor Day

Thanksgiving Day Christmas Day Employee Birthday Employee's Date of Hire

Two (2) Floating Holidays

- B. The following holidays when worked, shall be paid for at double the straight-time rate of pay: Rev. Martin Luther King, Jr. Birthday; President's Day; Memorial Day; Independence Day; Employee's Birthday; Employee's Anniversary Date of Hire.
- C. The following holidays when worked, shall be paid for at two and one-half (2-1/2) times the straight-time rate of pay: Labor Day; Thanksgiving Day; Christmas Day; and New Year's Day.
- D. Employee's Birthday and Date of Hire: All employees will be allowed to be off on those days or alternatively any day may be taken during the week in which the affected holiday falls by mutual agreement between the employee and the Employer.
- E. Floating Holidays: Floating Holidays to be mutually agreed upon by the Employer and each employee. At least two (2) weeks' advance notice of floating holiday to be given by employees.
- F. When not worked, the above listed holidays shall be paid for at the rate of straight-time pay on the basis of hours normally worked, whether such day occurs within or outside an employee's workweek.
- G. In order to be eligible for holiday pay when no work is performed, an employee must work or be available for work on the last regular work day immediately prior to a holiday and on the first regular work day immediately following that holiday unless that employee can show a justifiable excuse to his or her Employer and the Union. An employee who fails to report as scheduled for work on a holiday shall forfeit his holiday pay unless that employee can show a justifiable excuse to his or her Employer and the Union. The Employer shall give at least a one (1) week notice to the employee of a contemplated shift change.
- H. A paid holiday shall be considered a day worked, except that if a paid holiday falls on an employee's day off the regular contractual workweek shall prevail for the purposes of computing overtime in that week.
- I. Employees required to work on the sixth (6th) consecutive day and when that sixth (6th) day falls on a negotiated holiday the employee will be paid two and one-half (2-1/2) times his or her regular salary.
- J. When any of the above holidays fall on Sunday, the day observed by the State or the Nation shall be considered as the holiday.
- K. Holidays during the first year of employment: New Year's Day; Rev. Martin Luther King, Jr. Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day. During the second year of employment, add: Employee's Birthday; two (2) floating holidays; and Employee's Date of Hire.

- L. Whenever an employee is off the job for reasons of bona fide illness or injury for a period of up to thirty (30) days, the employee shall receive pay for any holiday falling within that time period. Employees must be on State Disability or Workers Compensation to be eligible.
- M. When any of the holidays are observed by the State or Federal Government on a different day, the Federal declaration shall take precedence and such day shall be observed as the holiday under the terms of this Agreement except Christmas Day, December 25, which will always be observed on the day it occurs.
- N. The Employer shall post a Holiday schedule for each garage or lot with 2 weeks advance notice.

When two or more paid holidays fall within one day, the employee shall receive an extra day off with pay.

#### **SECTION 10: SICK LEAVE**

- A. Employees shall be credited with the full complement of nine (9) sick days as of January 1st of each year. An employee's final paycheck may be reduced (garnished) based the number of days taken but not earned, in the event of resignation or termination. This garnishment of sick days shall be calculated based on 9/12 day earned for each calendar month in which the employee worked at least 20 hours. It is the intent of the collective bargaining parties to comply with the provisions of San Francisco's Paid Sick Leave Ordinance.
- B. Sick leave will be payable on the second day if the employee is not hospitalized due to an accident or illness. If an employee has used all of his or her Hospital Pay, he or she will be eligible to use available sick pay on the first day if he or she is readmitted to the hospital and Hospital Pay is exhausted.
- C. Sick leave is specifically payable for regularly scheduled workdays only at the employee's straight-time rate of pay.
- D. For the initial period of service, prior to January 1st, an employee shall receive a pro-rata of his or her accumulated sick pay compensation, payable during the first payroll period in December.
- E. Accumulation: During the life of this Agreement an employee upon termination for any reason, except proven theft, shall receive a pro-rata of accumulated sick pay compensation within seventy-two (72) hours.
- F. Regular part-time employees who work less than twenty (20) hours a week shall not be eligible for sick pay compensation.

- G. Regular part-time employees who work twenty (20) hours a week shall be eligible for prorata sick pay.
- H. All employees presently employed for one year or more, by the same Employer, shall receive all unused sick leave, payable in cash at the accrued rate of pay during the first payroll period in December.
- I. Employees also have two (2) options: Electing, in writing to the Employer by December 1st of each year, an additional vacation week with the employee paid the full complement for five (5) days off, or; Electing to accumulate up to a maximum of fifteen (15) days carried forward year to year at the accumulated rate of pay. Upon resignation or death, etc., an employee or his or her estate shall collect all unused sick pay. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action.

#### **SECTION 11: HOSPITAL LEAVE PAY**

Each full-time employee with one or more years of seniority shall receive three (3) days of Hospital Leave Pay each year. Such Hospital Leave Pay is to be used prior to the sick pay as described above. Such Hospital Leave Pay is to be used only when the employee is admitted overnight as a patient in a regularly constituted, fully equipped licensed hospital. The employee must be hospitalized overnight. The employee must provide sufficient proof.

The employee will be paid his or her regular straight-time hourly rate of pay for eight (8) hours each day while confined in said hospital until he or she reaches the limits herein contained. The employee may accumulate unused Hospital Leave Pay for a maximum of nine (9) days, and there shall be no cash out of Hospital Leave Pay.

#### **SECTION 12: PART-TIME SCHEDULES**

A) Regular part-time employees: Regular part-time employees are defined as those ordered to report to work at regularly specified intervals. Regular part-time employees shall be subject to the following:

- 1. Regular part-time employees shall be paid according to the time employed but must be guaranteed at least four (4) hours pay per shift, and overtime provisions, as contained in Section 14 of this Agreement.
- 2. Regular part-time employees who work less than twenty (20) hours per week shall not be eligible for vacation pay or for paid holidays when not worked. Benefits under the Health and Welfare, Major Medical, Orthodontia, Accident and Sick, Dental, Drug and Vision Coverage (Section 6) apply only after they have completed more than ninety-six (96) hours of work in the preceding month of their employment.

- 3. Regular part-time employees are eligible for holiday pay and shall be paid on the basis of hours normally worked.
- 4. Regular part-time employees shall receive the applicable premium rate of pay for hours worked on any holiday named in this Agreement.
- 5. Regular part-time employees who normally work twenty (20) hours a week or less shall receive three hours pay for each holiday named in this Agreement for which he or she is scheduled to work but which is not worked because the Employer is closed for the holiday.
- 6. Regular part-time employees shall be given first consideration for full-time positions; the final selection to be based upon the employee's competency and qualifications to perform the work.
- 7. Regular part-time employees shall be guaranteed four and eight-hour shifts. All employees ordered to report or working four hours or less shall receive four hour's pay; all employees ordered to report or working more than four hours shall be limited to the straight-time working hours specified in this section.
- 8. Regular part-time employees who work twenty (20) hours a week or less shall receive the following vacations and pay therefore: Employees who have served one year of continuous service shall receive one week with pay at 1% of his or her annual earnings.

2 years	2 weeks with pay	1.5%
5 years	3 weeks with pay	2%
12 years	4 weeks with pay	3%
20 years	5 weeks with pay	4%
25 ears	6 weeks with pay	5%

9. Separate seniority lists shall be maintained for all regular part-time employees. A part-time employee shall have seniority on a part-time list, but if a part-time employee becomes a full-time employee, he or she shall be credited with seniority for one-half the time worked as a part-time employee.

The ratio of full-time to part-time in this bargaining unit shall be 80%. All bargaining unit employees shall be offered an opportunity, in writing, to a 40 hour-a-week shift, in seniority order. Declining an offer of a forty (40) hour-a-week shift shall cause the employee to be designated part-time. The part-time ratio may be adjusted to include written requests for part-time work.

#### **SECTION 13: RATES OF PAY**

A. Journeymen shall receive hourly wage rates in accordance with the following schedule:

	<u>12/1/12</u>	<u>12/1/13</u>	12/1/14
Journeyman	\$21.46	\$21.80	\$21.80
Months of Employm	ent		
1-6 mos.	\$14.50	\$14.50	\$14.50
7-12 mos.	\$15.00	\$15.00	\$15.00
13-18 mos.	\$16.50	\$16.50	\$16.50
Thereafter	Journey Rate	Journey Rate	Journey Rate

#### B. Class "B" Progression Rates and Scale:

Class "B" Rate	<u>12/1/12</u> \$16.00	<u>12/1/13</u> \$16.50	<u>12/1/14</u> \$16.50
Months of Employn	nent		
1-6 mos.	\$14.00	\$14.00	\$14.00
7-12 mos.	\$14.75	\$14.75	\$14.75
13-18 mos.	\$16.00	\$16.00	\$16.00
Thereafter	Class "B" Rate	Class "B" Rate	Class "B" Rate

Class "B": All lots designated and agreed to by the Employer and the Union as Class "B" lots shall be subject to the progression rate specified above, with the 13-18 rate covering the "Thereafter" rate for all Class "B:" wages.

- C. Progression rate employees shall not exceed twenty-five percent (25%) of the Journey man workforce, and in each location, provided that if the Employer can establish by objective financial evidence that it may lose an account because its costs are substantially higher than other operators who are prospective bidders, this limitation may be suspended by the Union for a particular facility pursuant to a Letter of Understanding. When the 25% cap is exceeded the most senior non-journeyman shall be promoted to the Journeyman rate.
- D. Supplemental Dues: Effective on December 1, 2010, \$0.20 (twenty cents) shall be paid to Supplemental Dues on account of each employee performing bargaining unit work. These sums are to be paid on each straight- time hour worked and have been adjusted out of Section 13 of this Agreement.

E. "Graveyard" Shift Premium: Employees scheduled to work and/or reporting for work, with a starting time between 10:00 PM to 2:00 AM, shall receive a 10% premium in addition to their regular rate of pay, for the entire shift worked.

Residential Rate	<u>12/1/12</u> \$16.00	12/1/13 \$16.50	<u>12/1/14</u> \$16.50
1-6 months	\$14.00	\$14.00	\$14.00
7-12 months	\$14.75	\$14.75	\$14.75
13-18 months	\$16.00	\$16.00	\$16.00

Residential Rate applies only to locations which are solely home-owner-association properties, without transient or public parking, and where the building is not commercial mixed-use. The Residential scale does not progress to Journeyman scale over the term of the Agreement.

All employees scheduled for work at any one location must be a member of the Union, unless that employee specifically, and in writing, is designated as a "Supervisor" of two locations or more by the Employer.

#### SECTION 14: WORK WEEK, HOURS AND OVERTIME

- A. Regular Workweek: The workweek shall consist of forty (40) hours, five (5) consecutive workdays of eight (8) hours each to be worked within nine (9) hours.
- B. Split workweek: No split work week unless approved by the Union in any one instance, by a Letter of Understanding.
- C. Meal Period and Rest Periods: All employees who work a shift of more than five (5) hours shall be entitled to an unpaid minimum of 30 minutes meal period or a maximum of a one hour meal period. When a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the Employer and the employee. The meal period shall commence not less than three and one-half (3 1/2) or more than five and one half (5 1/2) hours after the employee's starting time, except where otherwise agreed by the Employer and the employee. Employees are to take rest periods, which insofar as practicable shall be in the middle of each four (4) hours work period. The rest period time shall be ten (10) minutes over (4) hours and shall be counted as hours worked which there shall be no deductions from wages. Employees are required to remain on the premises unless authorized by the manager to leave the property during their rest breaks.
- D. The Employer shall give at least a one (1) week notice to the employee of any contemplated shift change. This provision can be waived by mutual consent of the Employer and employee.

- E. All work performed in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2) of the prescribed rate. Time worked on the sixth (6th) consecutive day of any one workweek shall be paid at the rate of one and one-half (1 1/2) of the prescribed rate. Time worked on the seventh (7th) consecutive day of any one workweek shall be paid at the rate of double (2 times) the prescribed rate. Overtime must be paid and shall not be traded for time off.
- F. All time worked in excess than twelve (12) hours in any one work day shall be paid for at double (2 times) the employee's rate of pay.
- G. Maximum Rate: Maximum rate payable under this Agreement is triple (3 times) the straight-time rates based on the rate applicable.
- H. Forepersons: Fifteen percent (15%) above the Journeyman rates specified in Rates of Pay. A Foreperson is defined as one who has been designated as such by the manager or owner of the business, and is entitled to all provisions of this Agreement.
- I. No reduction: No full-time employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement, and conditions of employment now existing in any place of business more favorable than specified in this contract shall be maintained. This section shall not apply to commissions, now or in the future, paid to employees for sales of tires or other commodities where special incentive allowances are made.
- J. Hour Guarantees: Four (4) and eight (8) Hour guarantees: All employees ordered to report or working four (4) hours or less receive four (4) hours pay; all employees ordered to report or working more than four (4) hours shall receive not less than eight (8) hours pay. These guarantees shall be limited to the straight time working hours.
- K. The Employer may establish a six (6) hour work day, said schedule will be posted for bid and will only be implemented if employees voluntarily bid for the shift. No full-time employees shall be scheduled for a six (6) hour workday if he or she does not volunteer.
- L. The Employer may establish a four (4) day, ten (10) hour workweek. Said schedule will be posted for bid and will only be implemented if employees voluntarily bid the shift.
- M. The employee shall be off Friday, Saturday, Sunday or Saturday, Sunday Monday, but no employee will be required to work a four (4) day, ten (10) hour workweek.
- N. All time worked in excess of ten (10) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2). The sixth (6th) consecutive day worked will be paid at double (2 times) the regular straight-time pay and the seventh (7th) consecutive day worked shall be paid triple (3 times) the straight time rate of pay.

- O. Employees on a four day week required to work on the fifth (5th) day when it falls on a negotiated Holiday, shall be paid two and one-half (2 1/2) times the regular straight time rate of pay. Employees on the four day week required to work on the sixth (6th) day when it falls on a Holiday shall be paid triple (3 times) the straight time rate of pay.
- P. The Employer may establish a split shift. Said shift shall only be implemented if an employee volunteers. (A) Split shift shall be within twelve (12) consecutive hours. Four (4) hours on, four (4) hours off, four (4) hours on. (B) Split shift shall be within ten (10) consecutive hours. Three (3) hours on, four (4) hours off, three (3) hours on.

No employee shall be scheduled for a split shift if not voluntary. Volunteer employees shall be paid a premium of ten percent (10%) above employee's rate of pay.

#### Employer's Split Shift Ratio:

Ratio of Employees	<u>Equivalent</u>
50	1
50-100	3
100-150	4
150-200	5
over 200	6

Q. The Employer shall be entitled to establish a five (5) hour shift, based on the ratio established below:

Ratio of Employees	<u>Equivalent</u>
50	2
100	4
150	6
200	8
300	12
350	14
400	16
450	18
500	20

The workforce scheduled under this provision shall be voluntary.

#### **SECTION 15: DUTIES**

The duties of employees known as "Garage Employees" shall be described by the following classifications: Janitorial, Cleaning, Washing, Polishing, Parking Vehicles, Cashier, Valet Attendants, Checking Coin Boxes, Non-Attendant Parking Lot Checking, Traffic Director, Shuttle Driver and all other incidental duties necessary to the maintenance and operation of the business, as assigned and utilized through past practice by the Employer.

Cashiers make change for services enumerated and may perform a daily ticket audit.

#### SECTION 16: ACCIDENT & SICKNESS DISABILITY PLAN

The Health and Welfare Plan provided for in Section 6 of this Agreement includes the following accident and sickness disability plan benefits:

- A. First workday when disabled because of accident or when hospital confined for either illness or accident.
- B. 14th workday when disabled because of an illness.
- C. The maximum benefit payment is \$200.00 per week payable for a maximum of twenty-six (26) weeks maximum for any disability.
- D. Employees must be on State Disability or Workers' Compensation to be eligible.
- E. Eligibility of employees: All employees who have performed more than ninety-six (96) hours worked in the prior months except those disqualified by Section 6: Health and Welfare.
- F. Contractual vacations and holidays paid for but not worked shall be considered as time worked for purposes of this Section.
- G. The Employer agrees to increase its payments and to pay in full any additional sums necessary to maintain these benefits and administration costs.

## **SECTION 17: LEAVE OF ABSENCE (PAID)**

#### Jury Duty:

- 1. An employee with twelve (12) months or more seniority that is required to report for jury duty shall be reimbursed for losses in his or her regular wages up to a maximum of one hundred sixty (160) hours every two (2) years. An employee who does not qualify for paid jury duty leave shall be granted unpaid time off to serve jury duty in accordance with Section 18 Leave of Absence (Unpaid) of this Agreement.
- 2. Employees scheduled for Swing shifts and Graveyard shifts are not required to report for work on any day when retained for Jury Service over three (3) hours.
- 3. Day shift employees are required to report to work prior to reporting for Jury Service if there is sufficient time for a minimum of three (3) hours of work.
- 4. Jury duty pay shall be capped at one hundred sixty (160) hours every two (2) years.

- 5. The Employer will grant jury duty pay to eligible employees who serve jury duty, provided the employee must:
  - a. Give notice of his or her summons to the Employer as soon as possible, and
  - b. Provide adequate proof of dates and time served and compensation received.
- 6. Any employee who has one (1) or more years' seniority with his or her Employer and has qualified for his or her initial vacation with that Employer, if called and reporting for jury duty will be entitled to the difference between jury duty pay and his or her regular daily rate of pay for each day of jury service. Days of jury duty and all fees paid shall be verified by the court official. Service not paid for by the Court is not covered by this Section.
- 7. An employee dismissed from jury duty must immediately call his or her supervisor to determine when to return to work.
- B. Subpoena: When an employee is requested or subpoenaed by the Employer to attend court or to be a witness for the Employer in any hearing, he or she shall be paid not less than a day's wages for each day at court.
- C. Bereavement Leave: When a death occurs in the immediate family of an employee with one (1) year or more of employment, he or she shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as employee's father, mother, children, spouse, brother, sister, grandparents, current step parents, current step grandparents, current in-laws, and step children living with the employee. The leave of absence shall be four (4) days with pay if the death is outside of California. The employee may be required to provide a death notice. Upon request of the employee, and if necessary, the employee may be granted an additional one (1) week unpaid leave of absence.
- D. Time off for Voting: If an employee does not have sufficient time outside of working hours to vote in a statewide election, he or she may, without loss of pay, take off up to two (2) hours of working time to vote. Such time shall be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. The employee shall notify the Employer at least five (5) working days in advance to arrange voting time. In addition, employees may serve as election officials for Election Day without being disciplined, but the Employer is not required to pay them for such absences.

### **SECTION 18: LEAVE OF ABSENCE (UNPAID)**

A. Military Service: Employees in service of the uniformed services of the United States as defined by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for all employees' period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for all employees to be covered by the statute.

B. Maternity Leave: Employee taking maternity/pregnancy disability leave shall be entitled to be reinstated to the same or similar job the employee held prior to the commencement of the leave. If employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take an unpaid pregnancy disability leave (PDL) of up to a maximum of four (4) months depending on medical certificate of the disability period. The PDL is for any period (s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full time employee) per pregnancy. Employee must provide at least 30 days advance notice for foreseeable events such as for the birth of the child or a planned medical treatment. Employees will be required to provide the Employer a certification from their health care provider of their pregnancy disability. At the employee's option, any accrued vacation or other accrued time off can be used to offset any portion of the employee's unpaid leave. Employees may be eligible for disability insurance from their group benefit plan or from the state's disability insurance plan.

C. Alcohol/Drug Rehabilitation: Once during the term of this Agreement, an employee shall be permitted to take a leave of absence, up to a maximum of ninety (90) calendar days for the purpose of undergoing treatment pursuant to an approved program from alcoholism or drug use, consistent with the requirement of local, state and federal law. An employee on such leave of absence may not engage in any employment or services for any other competitive employer.

D. Personal Leave: An employee may be granted a personal leave without pay during the life of this Agreement for reasonable personal business, including paternity leave. An employee requesting such leave may do so in writing. An employee shall be entitled to a maximum of thirty (30) workdays for such leave. When operating conditions permit, the Employer may grant more, up to a maximum of six (6) months at the sole discretion of the Employer. An employee on leave as set forth above shall notify the Employer at least five (5) workdays before the beginning of the first shift to which the employee is scheduled to return. An employee requesting leave shall do so in writing to the personnel office, specifying the type of leave and dates desired. Requests shall be made as much in advance as possible, but at least thirty (30) days prior to the starting date if possible. Once during the term of this Agreement, all employees are entitled, upon written request to their Employer, an unpaid Leave of Absence without pay or benefits for up to sixty (60) days. The Employer shall retain the right to designate at what time and date the employee will be granted this Leave.

E. Paternal Leave: The Employer will provide up to four (4) months of unpaid leave to employees for the birth or adoption of a child or to care for a seriously ill child, parent or spouse. The Employer may reject an employee's request for leave if the employee's spouse is already on leave or if the spouse is unemployed. Seniority shall accumulate during leaves. Employees shall be entitled to take a total of twelve (12) weeks leave during any twelve (12) month period as set forth in the Family and Medical Leave Act and the Employer is required to maintain Health & Welfare coverage during the twelve (12) weeks of leave.

F. Medical Leave: Leaves of Absence may be granted by the Employer for illness or disability, with certification by a medical doctor, if requested by the Employer, equal to the employee's seniority with the Employer, but not to exceed three (3) years. Leaves of absence due to Workers' Compensation Disability or sickness will not be limited, provided employee furnishes the Employer with satisfactory medical doctor certification if requested by the Employer. At least every three (3) months such disability or sickness must be certified.

G. School Visits Required of Employees: Employees who are parents or guardians of children in kindergarten through 12th grade shall be granted leave for required school visits under the following conditions:

The employee must give reasonable notice for time off.

The employee provides proof that he or she visited the school if the Employer requests. Proof means whatever documentation the school deems reasonable.

The employee may take up to four hours in each school year, per child, to visit a child in school, especially if the school requests the attendance of a parent.

The employee may utilize vacation time, personal time.

The Employer is prohibited from discharging or discriminating in any way against an employee who is a parent or guardian contacted about the child's possible or actual suspension from school.

H. Family Medical Leave: Employees with 12-months of service with the Employer and have worked at least 1250 hours in the 12-month period prior to the commencement of the leave, he/she is eligible for Family Medical Leave (FMLA) and California Family Rights (CFRA) for up to 12 weeks of unpaid leave for the birth, adoption or foster care placement of your child or to care for his/her own serious health condition or that of child, parent or spouse. If the employee has company- paid health benefits prior to the commencement of FMLA/CFRA leave, employee will have continued health benefits during the FMLA/CFRA leave period. Employee must provide at least 30 days advance notice for foreseeable events. For events which are unforeseeable, immediate notification to the Employer is required as soon as employee learned of the need for the leave. Medical Certificate from the Healthcare Provider is required upon request for such leave. Upon return from approved leave, employee will be reinstated to the same or to a comparable position at the end of the leave.

At the employee's option, any accrued vacation or other accrued time off can be used to offset any portion of the employee's unpaid leave. Employees may be eligible for disability insurance from their group benefit plan or from the state's disability insurance plan. Leaves of Absence for the employee's own medical leave may be granted to the Employer, with certificate by a medical doctor, equal to the employee's seniority with the Employer, but not to exceed three (3) years.

#### **SECTION 19: NO STRIKES OR WORK STOPPAGES**

No Strike: During the period of this Agreement, the Union agrees that its members will not engage in nor will the Union authorize or condone a strike or stoppage of work, except as provided herein, and the Employer agrees not to engage in any lockouts.

Right to Undertake Economic Action: Notwithstanding the above, the Union shall have the right to take any legal and/or economic action, including striking and picketing, against the Employer in the event of any of the following: (1) failure of the Employer to pay the required sums, including premiums and administration costs as provided for in this Agreement within thirty (30) days of the due date; or (2) failure of the Employer to meet the payroll of the employees covered by this Agreement unless this failure is due to acts of God or other matters of catastrophic nature beyond the control of the Employer. Nothing herein shall be deemed to preclude the Union at its option from utilizing the grievance procedure for any of the above claims in lieu of taking legal and/or economic action.

Picket Line: It shall not be a violation of this Agreement, and it shall not be cause for discharge, for any disciplinary action or for permanent replacement in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line, including any lawful primary picket line established by the Union and including any lawful primary picket lines at the Employer's place of business. However, the lawful primary labor dispute or picket line must be sanctioned and must be approved by Local 665.

#### **SECTION 20: GENERAL PROVISIONS**

A. Business Representation: The business representatives of the Union shall be permitted to visit the place of employment for the purpose of seeing that the Agreement is being observed and complied with, provided however, that such business representative shall not interfere with the performance of work. All employees performing bargaining unit work shall maintain Union membership and shall carry on their person the Union Identification Card issued by the Union. Without interfering with the performance of work, Business Representatives may ask for such I.D. at any time at the member's place of employment.

- B. Teamster D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction.
- C. Commuter Checks: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement pre-tax wages to be used solely for the purchase of Commuter Check Vouchers, under the guidelines of the Commuter Choice Tax Initiative of 1998.
- D. Employee Parking: The Employer agrees to make every effort to allow employees to park for free at their work site. The parties agree that free parking and other parking privileges remain at the discretion of the clients of the Employer. Whenever parking privileges are disallowed for any one employee in the company, the Employer shall provide a monthly "Clipper Card" for public transit use in the monthly amount of \$74.00. The employee may add more value to this card voluntarily. Providing parking privileges to the employee anywhere in the City and County of San Francisco shall waive this requirement. This benefit may not be awarded to any employee who declines a privilege to park during working hours, regardless of the reason or circumstance.
- E. Sales Meetings: An employee who is ordered to attend a sales or service meeting after he or she has completed eight (8) hours of work, or on his or her day off, shall receive time and one-half (1 1/2) for the time spent in such meeting. This only applies if attendance at the meeting is mandatory. Three days' notice of meeting must be given. There shall be no compulsory unpaid meetings on the employees' own time.
- F. Uniforms and Laundry: The Employer shall furnish and maintain any specified type or color of uniforms, coats, smocks, or coveralls, where such articles are required. The Employer shall maintain these uniforms and articles through a bona fide uniform laundry service, acceptable to the Union, or provide weekly stipend of \$3.00 to each member where uniform laundry service is not provided.
- G. More Favorable Conditions: No employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement, and wages and conditions of employment more favorable than specified in this Agreement shall be maintained.

- H. Partnership: The Union recognizes the right of bona fide partners or executives of corporations to perform a reasonable amount of manual labor, and such work shall be exempted from the working conditions of this agreement. Any abuse of this privilege shall be handled in conformity with the Grievance Procedure in this Agreement. Only one partner shall be recognized as the Employer and excluded from the terms of this Contract.
- I. Work Rules: Employer has the right to establish Work Rules which shall be conspicuously posted and which the employees shall observe. On the effective date of this Agreement, the attached Work Rules (Appendix A) shall be in effect, if the Employer so desires. Any charges to these Work Rules shall be negotiated and agreed to by the parties.
- J. Lie Detector Test: No employee or applicant for employment shall be required to take a lie detector test as a condition of employment or continued employment. The use of lie detector tests shall be voluntary.
- K. Pay Day Schedules: Pay days will be moved forward when banks are closed due to State or Federal Holidays and if a pay day falls on a Saturday or Sunday, the pay day will be rescheduled and moved to the previous Friday.
- L. Responsibility: The Employer shall not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.
- M. Working Managers/ Foremen and Assistants: Managers, Foremen and Assistants who do bargaining-unit-work shall have all the rights and privileges in the Collective Bargaining Agreement.
- N. Pay Upgrade: An employee regularly employed in a lower pay classification who performs work in a higher pay classification shall be paid at the higher classification for the entire day.
- O. Commissions and Over Scale: None of the following systems shall be employed to compute wages: Flat Rate, Piece Work, Task or Contract system. This Section shall not be construed so as to prevent the payment of commissions or bonuses over and above the minimum wage scale, nor shall the payment of bonuses or commissions be construed as payments for overtime work. There shall be no reduction in pay of employees being paid above contract scale. All such employees shall receive the increases as per the wage schedule contained in Section 13.
- P. Subcontracting: The Employer and the Union agree that stabilized employment is an important objective to be attained. Therefore, the Employer agrees that during the life of this Agreement, no worker services presently performed or thereafter assigned to the collective bargaining unit shall be subcontracted, transferred, leased or assigned in whole or in part to any other plant, person or non-unit employees unless the express written permission of the Union is obtained.

Q. Acts of God: Guarantees shall not apply if the Employer is unable to operate due to an act of God, utility failure, government restriction, fire, flood, riot, civil commotion, terrorism, the failure or refusal of the group of employees to report for or perform their work, or any cause beyond the control of the Employer.

R. Probable Cause Testing: The Employer and the Union have agreed that drugs and alcohol have no place in the workplace. The Company has the right to implement a Drug and Alcohol Program, which includes a Drug and Alcohol Testing Program. If there is probable cause to believe that an employee has reported to work or is working under the influence of drugs or alcohol, he/she will be asked to submit to the testing procedures agreed to by the Employer and the Union.

Probable Cause will include witnessed evidence of impairment by two (2) supervisors.

Probable Cause is based on, but not limited to, direct observation of one or all of the following behaviors:

- > Slurred speech
- Disorientation
- > Odor or alcoholic beverage on breath
- Odor of marijuana
- > Glassy or unusual appearing eyes
- > Sharp mood swings
- Unsteadiness-unable to walk a straight line

The witnesses to "Probable Cause" will exercise his/her best efforts to follow the steps as outlined below:

- 1. The supervisor will meet with the employee in an appropriate area to assure confidentiality.
- 2. The supervisor will explain to the employee the behavior that has been observed and concern the company has for the employee and the safety of others.
- 3. The supervisor will explain to the employee the testing procedures that he/she will be asked to submit to and the consequences of refusing to submit to testing will result in the termination of employment.
- 4. The supervisor will ask the employee to submit to testing.
- 5. The supervisor will document the employee's behaviors and the employee meeting.

An employee from the Employer will drive the employee to the designated testing facility and remain at the facility until the testing procedures have been completed. Arrangements must be made to take the tested employee home. Failure to cooperate with this testing procedure shall be grounds for immediate termination.

The designated testing facility will advise the Employer of the results of the standard drug and alcohol test as soon as possible. The employee will remain on suspension until the results are received.

If the results are negative: The employee will be immediately reinstated with back pay.

If the results are positive: The employee will be immediately discharged from his/her employment, unless the employee, within 24 hours of notification of the positive results, requests to enroll in a rehabilitation program. If the employee so requests, he/she will be required to complete the treatment program that the medical care provider recommends. Failure to complete the program within the terms specified by the medical care provider will result in discharge.

Any action taken will be immediately communicated to the Union Agent. To release specific information pertaining to the results of the test to any Union Representative will require written authorization from the employee.

Local 665 retains the right to grieve and arbitrate any complaints, which may arise as a result of the testing program.

- S. Applicant Certification: The Employer and the Union are committed to improving the quality of service and professionalism in the parking industry. In order to further this goal, the parties have agreed to establish a basic certification process for applicants. Applicants will be referred to the Local 665 office where they will be introduced to the industry, Union membership and offered a voluntary certification exam (exam). The exam, covering integrity, honesty and basic job skills, will be offered to the applicant by the Union. The exam will be drafted and scored by a third party testing firm on a pass/no pass basis. If the applicant passes the exam, he/she will be considered certified" and awarded a certificate. Employers seeking new hires will view "certified" applicants positively.
- T. Credit Protection: In the inspection of driving records, the Employer will be limited to use of either the DMV pull notices or Motor Vehicle Record checks, and the Employer is further limited in the scope of this search to inspecting only current, valid driving records. The Employer agrees that use of DMV pull notices and MVR checks will not include personal records other than current driving records, and violation of this provision will be subject to the grievance procedure.
- U. Municipal Parking Code-Article 22: Where facilities/worksites are found in compliance with Article 22 of the Municipal Parking Code, employees are prohibited from mixing parking revenue and personal funds. Violation of this provision shall be cause for termination, subject to the grievance procedure.

#### SECTION 21: TECHNOLOGICAL CHANGE

In the event of any technological change that affects any work, which has traditionally been performed within the bargaining unit, either party may propose a written re-opener for negotiations to accommodate in a reasonable fashion such technological change. During such negotiations, the parties will consider the possible establishment of one or more new classifications with job description and wage rates in relation to skills required and duties performed. If the parties are unable to agree during such negotiations, then the matter shall be referred for final resolution to interest arbitration. If other unions adopt a similar provision, then any interest arbitration may be consolidated.

#### **SECTION 22: SAFETY**

The Employer and the Union recognize a mutual obligation to encourage and promote safety in the workplace. The Employer may require employees to take certain reasonable precautions and to use certain equipment and protective devices in order to promote safety. The Employer agrees to abide by state and federal laws regarding safety.

#### **SECTION 23: MANAGEMENT RIGHTS**

Except as provided in this Agreement the management of the Employer's operation and the direction of the employees, including all of the rights, powers, authority and prerogatives', which the Employer has traditionally exercised, are expressly reserved to the Employer. The choice, control and direction of supervisory and management staff shall be vested solely and exclusively in the Employer.

#### **SECTION 24: COMPENSATORY INJURIES**

Health and Welfare premiums are to be paid while employees are off on Workers' Compensation up to six (6) months with a maximum of one (1) time in the life of this contract.

1st three (3) months will be paid by the Bay Area Automotive Group Welfare Fund for the negotiated Plan only.

2nd three (3) months will be paid by Employers.

Employer will not prorate vacations based on Workers' Compensation time off up to 6 months. Absence due to Workers' Compensation injury shall not break the continuity of continuous service for the purpose of vacation eligibility and pay only up to 6 months.

#### **SECTION 25: CHANGE OF OWNERSHIP**

In the event the Employer changes hands, the seller shall, at or prior to the date of change of ownership, pay off all obligations to employees, including unpaid wages, pro-rata of earned vacation, unpaid premiums or contributions on health and welfare, medical hospital and insurance plan, dental, orthodontia, vision, prescription drugs, life insurance, accident and sickness disability, pension and supplemental income. The payment of pro-rata vacations shall include all employees, whether or not they have been on the payroll for more/less than one year.

The parties agree that this Agreement shall be binding upon the Employer and the Union and any and all of their respective successors, transferees and assigns, whether by sale, transfer, merger, lease, acquisition, consolidation or otherwise and that they will faithfully comply with its provisions.

Before any sale, transfer, assignment, merger, lease or other legal change in the name or ownership, the Employer shall advise the Union in writing one (1) month in advance of such contemplated sale, transfer, assignment, merger, lease or other legal change in name or ownership. The Employer shall notify the Union in writing at least fourteen (14) calendar days prior to the actual effective date of any sale, transfer, assignment, merger, lease or other legal change in name or ownership. The date designated shall presumptively be the date of change of legal change in name or ownership.

The Employer shall make it a condition of sale, transfer assignment, merger, lease or other legal change in name or ownership that the successor shall be fully bound by the terms of this Agreement. In the event the Employer fails to require the successor to assume the obligations of this Agreement, the Employer shall nevertheless continue to be liable for the complete performance of this Agreement until the successor expressly agrees in writing with the Union that it is fully bound by the terms of this Agreement.

All the employees shall carry with them to the successor all seniority, vacation and pension rights accumulated during their employment by the seller. In the event the Employer is a party to a merger, seniority of the employees who are affected thereby shall be determined by mutual agreement between the Employer and the local union.

#### SECTION 26: CHANGE OF MANAGEMENT, LOCATION

In the event of a parking location changing from one firm to another, the former owner/firm shall, at or prior to the date of change, pay off all obligations to employees, including unpaid wages, pro-rata vacations, unpaid premiums, or contributions to the medical, dental, hospital, prescription drug, vision care and insurance plan and pension plan. The payment of pro-rata vacation shall include all employees, whether or not they have been on the payroll for more/less than one year.

The new owner/firm shall have sixty (60) days from the date of taking possession in which to decide whether to keep or terminate any employee and may terminate any such employee. During such sixty (60) day period, the new owner/firm shall be obligated to pay the wages, vacation, contributions toward hospital, medical and insurance plan, dental plan and pension plan, and comply with all other conditions of this Agreement in effect at the time of the sale and transfer.

In the event that the new owner/firm continues to employ such employees for more than sixty (60) days after date of sale or transfer, such employees shall carry with them all seniority, vacations and pension rights accumulated during their employment by the former owner/firm and be carried on the books of the new employer as of the service starting date of the former Employer.

#### SECTION 27: DRIVER'S LICENSE

To be eligible for employment or continued employment, an applicant or employee must possess a valid California driver's license and must provide the Employer with a photocopy of his or her driver's license. In addition, every applicant for employment must obtain from the California Department of Motor Vehicles ("DMV printout") detailing his or her driving record and driver's license information.

Failure of an employee who parks motor vehicles to inform the Employer that his or her driver's license has been suspended or revoked may result in immediate termination. Failure of an employee to maintain or renew a current California driver's license may result in immediate suspension without pay until the employee obtains a valid California driver's license but not to exceed ninety (90) days. Provided that any current employee who has been allowed to work without license shall continue to be allowed to work so long as the employee's work assignment does not require driving a motor vehicle.

## SECTION 28: EMPLOYEE WARNING NOTICE & CONDUCT OF EMPLOYEES

A. Just Cause Discipline and Warnings: The Employer shall not discharge or suspend any employee without just cause. Except as specified in subsection C below, the Employer shall give an employee at least two (2) written warnings of any complaint against such employee before he or she is discharged or suspended. Discharge or suspension must be by proper written notice to the employee.

B. Work Rules: The following work rules shall be followed by all employees;

The Employer shall have the right to request that an employee produce verification of illness or injury in cases where the employee is absent in excess of three (3) workdays.

Excessive absenteeism shall be cause for discipline and continued excessive absenteeism after warning shall be cause for discharge.

Employees shall not be under the influence of and/or possession of illegal intoxicants-alcohol or narcotics- at the Employer's premises during working time. Drugs shall not be used at work without permission from a physician. This provision shall be subject to Section 20 (R-Probable Cause Testing) herein.

Unauthorized use of the Employer's property or vehicles.

Failure of the employees to obtain or maintain a current, valid driver's license; provided that any current employee who has been allowed to work without a license shall continue to be allowed to work.

Refusal to comply with reasonable safety precautions required by the Employer.

C. Immediate Termination: The Employer is not required to provide a written warning for serious infractions, such as, but not limited to:

- 1. Proven dishonesty.
- 2. Theft or embezzlement.
- 3. Being under the influence or possession of narcotics or intoxicating beverages or possession of or drinking of the latter while on duty.
- 4. Failure to report any accident which has resulted in personal injury or property damage to the Employer.
- 5. Willful/deliberate destruction of property of the Employer, customers or other employees.
- 6. Proven gross negligence when a vehicle is damaged. The Union and the Employer agree that the speed limit is 5 MPH in all parking facilities.
- 7. Proven sexual harassment.
- 8. Using a customer's vehicle for personal use without permission.
- 9. Loss of driver's license- note: the only exception will be that in the event an employee notifies to the Employer immediately after an incident (before punching in); and the drivers license can be reinstated within 30 days, then the employee is eligible for an unpaid leave, provided his/her license is reinstated within 30 days, otherwise, the employee is terminated. The Employer, at its discretion, may offer such employee a non-driving position, if one is available.
- 10. Failure to return from a leave of absence.

- 11. Leaving a place of employment before the completion of a designated shift unless permitted to do so by the Employer.
- 12. Bringing weapons on the premises.
- 13. Three (3) consecutive days without report.
- 14. Deliberate alteration or falsification of Employer records including altering own timecard or another employee's timecard unless permitted to do so by Employer.
- 15. Gross insubordination.
- 16. Breach of confidence: no employee shall disclose any confidential information pertaining to the Employer's business.
- 17. Sleeping on the job.
- 18. Threatening behavior to a customer or client, when the client or customer provides a written complaint naming an employee who engages in threatening behavior.
- 19. Fighting on Employer's time or premises.
- D. Investigation: An employee may request an investigation of his/her discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days for discharge and thirty (30) days for suspension and warning, exclusive of Saturdays, Sundays and holidays after the discharge, suspension or warning notice, and if not presented within such period, the right of protest shall be waived.
- E. Notice of Disciplinary Action: The Employer shall give to a discharged employee a written notice of termination. All notices of discharge, suspension or warning notices shall be issued within (10) days from when the occurrence involved took place, or within ten (10) days from when the Employer knew or should have shown of the occurrence, excluding Saturdays, Sundays and contract holidays. If not presented within such period, the right to discipline shall be waived. There shall be no time limits in cases where the offense is proven theft.
- F. Disciplinary Records: Such warning shall expire after twelve (12) months unless there is a 2nd warning issued within twelve (12) months. When two (2) or more correction notices have been issued in a twelve (12) month period, for the same type of infraction, the first notice will stand as issued for an additional period of twelve (12) months from the date of the first warning before being stricken from the records.

#### **SECTION 29: TIME LIMIT FOR FILING A GRIEVANCE**

A. Discharge: An employee may request an investigation of his or her discharge; any such protest shall be presented to the Employer within ten (10) days excluding Saturdays, Sundays and Holidays, after the employee becomes aware of the discharge. If not presented within such time period: the right of protest shall be waived.

B. Non-Discharge Dispute: All other complaints or disputes (excluding discharge) shall be presented to the Employer within thirty (30) days after the employee or the Union becomes aware of the complaints or disputes.

C. Claims: All money claims against the Employer must be made within thirty (30) calendar days of alleged violation and settlements made shall not exceed the last ninety (90) days of employment.

# SECTION 30: GRIEVANCE PROCEDURE - ADJUSTMENT BOARD OR MEDIATION; ARBITRATION

A. Any grievance which cannot be settled directly by the Local Union Business Representative with the location manager of the Employer shall be reduced to writing and referred by the Union Business Representative to the local Employer representative or the designated representative of the Employer within seven (7) working days.

B. All complaints concerning a violation of this Agreement, all questions or disputes concerning the meaning, interpretation, application or enforcement of this Agreement which are not settled in the manner above provided within five (5) business days, unless mutually extended, shall be referred to a Board of Adjustments upon written requests of either party, who shall specify the nature of the complaint in such requests. If mutually agreed between the parties, the grievance shall proceed to an impartial mediator selected from the Federal Mediation and Conciliation Service instead of the matter proceeding to a Board of Adjustment. The mediator will issue a non-binding recommendation to the parties. Either party to the mediation may reject the non-binding recommendation by demanding Arbitration in accordance with Section 30 (D) below within ten (10) business days of receiving the non-binding recommendations, otherwise it shall become final and binding.

C. The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. No member of the Union or any representative of the Union directly involved in, or a party to the dispute, and no Employer or Representative or Attorney of any Employer directly involved in, or a party to the dispute, shall be eligible to serve as a member of the Board of Adjustment. A decision by a majority of the members of such Board shall be final and binding on all parties. The Employer and the Union agree to establish a

Parking Industry Panel (Panel). The Panel shall be composed of regular panel members on each side so that a body of shared knowledge and consistency in interpretation of the Agreement can be established. The Panel shall elect a chair annually. The chair shall be elected first from the Union side then shall alternate each year. The chair shall convene meetings quarterly and shall set the docket. If a case is time sensitive or has the potential of significant back pay, either party may request an expedited hearing. In such cases the Panel shall endeavor to meet immediately or a special panel may be convened. The intent of the parties is to provide consistency and professionalism to the Adjustment Board Process.

D. In the event that the Adjustment Board is unable to reach a decision by majority or unanimous vote on any such matter, or a party is dissatisfied with the non-binding recommendation of the mediator, the party may bring the matter to an impartial arbitrator by demanding arbitration in writing to the Federal Mediation and Conciliation Service within ten (10) business days of receiving notification from the Board of Adjustment or the mediator. The decision of the impartial arbitrator shall be final and binding. Each side shall pay one-half of the charges of such Arbitrator. Selection of the impartial Arbitrator shall be from a list of five (5) names furnished by the Federal Mediation and Conciliation Service, with each side striking one (1) name in order to reduce the list to one (1) person. If the Arbitrator so selected cannot hear the matter within forty-five (45) days, a second Arbitrator selected by lot shall be the Arbitrator, and so on.

There shall be no transcripts of any arbitration unless the parties mutually agree to do so. No briefs shall be submitted and the arbitrator shall render a bench decision upon conclusion of the case, unless the time is extended by mutual agreement of the parties, but in no case shall the extension be in excess of five (5) working days.

Neither the Board of Adjustment nor the Arbitrator will have the authority in any manner to amend, alter or change any provision in the Agreement.

Time limits projected herein may be extended or waived by mutual agreement between the parties.

The Employer will not discharge or suspend any employee without just cause.

If an Employer discharges an employee the wages and unpaid vacation at the time of discharge are due and payable immediately.

#### **SECTION 31: MARKETING CONDITIONS**

The parties to this Agreement recognize the necessity of monitoring economic standards within the industry and the competitive pressures existing. Consistent with that recognition, the Union agrees to meet with the Employer on request to review the continuing effectiveness of this Agreement in maintaining the Employer's competitive position. In the event that the Employer determines during the term of this Agreement that it is at a substantial competitive

disadvantage relative to other parking companies which may be bidding on a particular facility it shall have the right to request a meeting with the Union to discuss the situation. The parties shall use their best efforts to reach agreement on measures designed to reduce the competitive disadvantage; including if necessary, modifications to the Agreement provided that any agreed upon modifications shall be subject to the ratification and approval of the affected membership. In the event any such proposed modifications are not ratified by the membership they shall not become effective. It is further agreed that the Employer shall not unilaterally implement any modifications to the Agreement and that neither party may resort to economic action during the term of the Agreement except as may be otherwise expressly provided. The Employer shall provide the Union all financial and other information reasonably necessary to assist the Union in assessing the competitive problems and to determine what relief, if any, maybe appropriate.

#### **SECTION 32: SAVINGS**

If any provision of this Agreement is declared illegal or invalid by final decree of any lawful authority, such provision shall be modified to comply with the requirements of the law or shall be renegotiated for the purpose of adequate replacement.

#### **SECTION 33: INSIGNIA**

The Employer and the Union shall meet and agree to the appropriate display of "Union House" Insignia at any location. The Union shall retain the sole right to remove Insignia at any time.

#### SECTION 34: EXPIRATION AND REVISION

This Agreement shall be in effect on December 1, 2013 and shall continue in effect until November 30, 2015, and from year to year thereafter for like terms, subject however, to revision by notice in writing by either party to the other sixty (60) days prior to the anniversary date. During such sixty (60) day period, conferences shall be held looking toward a revision of this Agreement. If negotiations extend beyond the anniversary date or expiration of this Agreement, no change shall be made in any terms or conditions of employment unless expressly agreed to by the parties. All revisions and wages shall be effective as of the anniversary date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

#### For the Union:

Mark Gleason Ralph A. Miranda Secretary-Treasurer President

Michael Thompson **Business Representative** 

David Rodriquez **Business Representative** 

#### For the Employers:

Rod Howery

Jeff Ogle

Ed Simmons

Tim Leonoudakis

**ABM Parking Services** 

**IMPARK & IMCO** 

**Standard Parking & Central Parking** 

City Park

Ron Britz California Parking

Behailu Mekbib **Pacific Park Management**  Kermit Kingsbury

Kendra Petty

Parking Concepts Inc.

LAZ Parking of Calif.

John Baumgardner Ace Parking Mgt., Inc Tom Bechard

Steven Douglas

Jerry Lee

Mark Norwicz

ProPark America

**Douglas Parking** 

Portsmouth Sq. Garage

**Encore Hospitality Services** 

Judson Le Haye **Savoy Corporation**  Eric Chaves

Parking Company of America

Larry Rose **R&R Parking** 

Date of Ratification: December 6, 2012

### Attachment 8

# Prevailing Wage Determination

Project Agreement between Employer and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada Local No. 16



#### 2015

#### PROJECT COLLECTIVE BARGAINING AGREEMENT BETWEEN

#### **CITY & COUNTY OF SAN FRANCISCO**

#### AND

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

LOCAL NO. 16

Local 16 I.A.T.S.E. 240 Second Street, First Floor San Francisco, CA 94105

> Tel: 415-441-6400 Fax: 415-243-0179

www.local16.org

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#### I. GENERAL PROVISIONS

This Collective Bargaining Agreement, hereinafter referred to as the CBA, is made and entered into on <u>January 1, 2015</u> by and between CITY & COUNTY OF SAN FRANCISCO, hereinafter known as the Employer and Local 16 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, counties of Marin, Lake/Mendocino, Sonoma, Napa, San Mateo, Palo Alto/Stanford University and the City and County of San Francisco, located at 240 Second Street, San Francisco, California, hereinafter known as Local 16.

#### A. WITNESSETH

Whereas the Employer has the need to hire skilled technicians; and whereas Local 16 can supply such skilled stage technicians to the Employer; the Employer agrees to the wages and conditions hereinafter specified in this CBA.

#### B. RECOGNITION

The Employer recognizes Local 16 as the exclusive bargaining agent for all persons employed by the Employer, regardless of venue, who perform work under the jurisdiction of Local 16, whose jurisdiction includes: San Francisco County, Marin County, Santa Rosa, Lake County, Mendocino County, Sonoma County, Napa County, San Mateo County and Palo Alto/Stanford University.

#### C. SCOPE AND JURISDICTION

It is agreed that the Employer shall hire workers supplied by Local 16, regardless of venue, to perform all work that is by custom and practice performed by technicians under the jurisdiction of Local 16, including, but not limited to, general carpentry, ground cover for arena and stadium events including terraplast, plywood, tarps or any other cover that may be developed in the future, theater maintenance, construction and assembly of scenery and stages, properties, stage lighting, room lighting and associated electrical work, generator set up and operation, power distribution, all rigging, video, ENG and studio production, sound, laser, electronic recording, graphics presentation, and projection, including slide, video and motion picture projection, and any other work described in EXHIBIT A.

It is further agreed that the installation, operation and removal of computers that stand alone, are networked together or that are used for the operation, control or interfacing of any electrical, projection, audio or video equipment is work performed by technicians under the jurisdiction of Local 16.

It is further agreed that the Employer may utilize Local 16 technicians to layout, test, package, and prepare equipment as needed for specific shows. All such Local 16 personnel working on such a job will be covered by the wages and conditions of this CBA.

#### D. COMPENSATION

It shall be the ultimate responsibility of the Employer to ensure that each employee working under this agreement is compensated properly in accordance with the provisions herein. It is the Employer's responsibility to review all payroll reports, whether executed by a payroll marshal, a third party payroll company, or a union steward, to assure that all employees are paid for the hours worked each day, that all minimum calls are covered and that they are paid at the appropriate rates.

#### E. RULES AND REGULATIONS

The Employer shall have the right to establish rules and regulations as may be deemed necessary for the conduct, dress, management, job performance and working conditions of the company, and the Union agrees that its members will obey all rules and directions of any authorized representative of the Employer, insofar as any rule or direction does not expressly conflict with the terms and conditions of this Agreement or other pertinent regulations.

#### F. NEW CATEGORIES AND CLASSIFICATIONS

It is agreed that the Employer shall notify Local 16, as soon as practical but not less than thirty (30) days in advance, of the creation of any new category and/or classification not mentioned in this CBA and to meet and confer with Local 16 with respect to whether such a category and/or classification falls properly within the scope of this CBA and, if it is determined that it does, to bargain with respect to the minimum wage for the category and/or classification.

#### **II. DEFINITIONS**

#### A. RIGGING

The category of rigging is to include the installation, operation, maintenance, and repair of counterweight systems, aerial winches, the spotting of lines, block and falls, motorized hoists and truss, traveler tracks, and/or all types of theatrical apparatus which are attached to or hang from beam, grid or ceiling, etc.

When motorized hoists are to be activated or when a performer is to be flown a Head rigger must be present.

Local 16 agrees that, when requested, technicians referred to employment as head rigger shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires or requests that an ETCP certified technician be employed in specific positions, that technician shall receive a \$2.00 per hour increase in their hourly wage.

When rigging is performed without an elevated work platform there shall be a minimum of three (3) riggers present (the third person may be a Local 16 technician trained in fall protection and rescue).

#### B. HEAD OF DEPARTMENT

Whenever a master sound technician (A1), master electrician, master carpenter, head rigger video engineer (EIC), property master, head projectionist (P1), teleprompter, special effects head, webcast technician, network engineer, high resolution routing engineer, graphics operator, or head computer technician (C1) is required to set up a show by virtue of installing equipment, patching, cueing and performs said work during the show, that employee shall be paid at the head of department scale. The following shall also be classified as Head of Department:

- 1. When there is an event with three (3) or more camera operators, one (1) camera operator shall be paid as the head of department.
- 2. Front of House, sound and Lighting board operators in General Sessions.

- 3. When an A-2 audio technician installs and/or operates equipment that has a combined total of twelve (12) or more wireless frequencies (such as, but not limited to, wireless microphones, wireless intercom, in-ear monitors, IFB monitors) they shall be designated as head of department for the duration of the entire call.
- 4. Any employee contacted directly by the employer shall be listed on the call as "must be" and shall be compensated as a head of department.
- 5. Local 16 agrees that, when requested, technicians referred to employment as a Head Electrician (not as a board operator only) shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires that an ETCP certified technician be employed in specific positions, that technician shall receive a \$2.00 per hour increase in their hourly wage
- 6. A projectionist shall be paid as a Head of Department when:
  - projectionist is used to converge projectors on one screen, or use LED wall and/or plasma wall systems;
  - **b.** there is a blended screen used with additional displays;
  - **c.** there are two (2) to eight (8) active projectors. There shall be additional Head for each succeeding eight (8) active projectors.
- 7. Whenever a power generator (with a rated output of over 100 amps and three phase capability) is used to power any element of an event staffed by local 16 technicians, there shall be a local 16 technician assigned as head of department to serve as generator operator.

The foregoing conditions are intended to provide the appropriate skill level to properly perform the duties necessary for each position. Discussions may be held between Local 16 and the Employer regarding the scope of a particular job. These discussions will be addressed on a case by case basis.

#### C. MULTI-SOURCE TECHNOLOGY

Multi-source technology is defined as equipment that includes but is not limited to video or data projectors, analog and digital audio equipment, multi-media computer interfacing, display processing equipment, teleconferencing, streaming media technologies, current and emerging multi-source delivery systems.

#### D. MULTI-SOURCE TECHNICIAN

Whenever a technician is called to set-up and operate the following multi-media equipment for the purposes of a presentation or lecture in a breakout room or demonstration on the trade show floor they shall be paid as a multi-source technician.

- 1. A sound system used for voice, computer and/or video tape equipment requiring active cueing or mixing.
- 2. A video or computer projection device used in conjunction with multiple sources such as computers, video tape or video equipment such as cameras, scan converters and line doublers.

3. Computer interfacing and source routing equipment used to control signals sent to projection devices requiring monitoring or switching.

#### E. COMPUTER SOFTWARE TECHNICIAN (C2)

A Computer Software Technician (C2) shall be required to load or install software onto the operating system of a computer.

#### F. GENERAL COMPUTER TECHNICIAN (C3)

A General Computer Technician's duties shall be limited to the unpacking, setup and simple operation of basic computer equipment.

#### G. GENERAL AUDIO VISUAL

A General A/V Technicians duties shall be limited to the unpacking, setup and simple operation of all A/V equipment.

#### H. STEWARD

Any job that employs fifteen (15) or more technicians shall be staffed by a supervising steward paid as a Head of Department who will be appointed by the President of Local 16 and paid for by the Employer. The steward shall remain on the job for its duration.

The responsibilities of the supervising steward will include the following:

- (a) The oversight and maintenance of all contract provisions.
- (b) The collection of required start papers from each Local 16 referral.
- (c) The keeping of hours worked by each Local 16 referral. The steward will make every effort to submit accurate sign in sheets if requested to the Employer along with the Steward Report for verification of hours worked. Sign in sheets must be kept by the steward for a minimum of six (6) months.
- (d) The submission of daily reports to the Employer for the purpose of verification of hours worked.
- (e) The submission of steward reports to the Local 16 offices and the Employer and/or payroll agency for the purposes of benefits submissions.

It is ultimately the legal responsibility of the Employer for the correct payment by the Employer to each referral as stated in California Labor Code Section 226. The Employer is expected to review the daily steward reports, check them for accuracy and sign off on the hours related therein.

#### I. BASE RATE

Base rate of pay will equal the straight time hourly rate as determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.

#### J. MOSCONE CENTER EXHIBIT BOOTHS ONLY

Except as stated below in this section, all conditions and rates as negotiated in this contract will apply. This section shall apply to all labor requests by show management or their authorized contractors and sub-contractors.

- 1. The work week will consist of Monday through Sunday.
- 2. Time and one half (1-1/2x) the base rate shall apply for all work performed on Saturdays and after 5pm on any day.
- 3. Double time (2x) the base rate shall apply for all work performed on Sundays.

#### III. CONDITIONS

#### A. WORK WEEK

The first day any given employee begins work shall be the first day of said employee's work week.

#### B. HOURLY WAGE CALCULATIONS

All time worked shall be computed in one (1) hour increments. A work call may begin on the half hour or the hour but it must end on the corresponding half hour or hour

#### C. MINIMUM CALLS (THESE CONDITIONS ALWAYS APPLY)

- 1. The minimum call for all Heads of Department shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.
- 2. The minimum call for all other employees shall be five (5) consecutive hours, exclusive of a maximum two (2) hour meal period.
- 3. The minimum call on show days for General Sessions/Entertainment, all show technicians shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.
- 4. Local 16 will schedule split shifts when requested by the Employer when setup starts after 12:00 midnight for separate installation crew and operating crew. All employees on the installation crew shall have an eight (8) hour minimum.

#### D. STRAIGHT TIME (THESE CONDITIONS ALWAYS APPLY)

- 1. The straight time hourly rate is determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.
- 2. The straight time hourly rate shall prevail between 7:00 a.m. and 12:00 midnight except where provided otherwise in the commercial, industrial and product demonstration show conditions, or in provision III J.

#### E. NINE HOUR REST PERIOD

Should any employee be excused for the day and called back the next day, before a rest period of nine (9) hours has elapsed, said employee will be paid one (1) hour of the basic straight time rate for every hour worked in addition to the employee's prevailing rate.

#### F. TIME AND ONE- HALF RATE

- These conditions <u>always</u> apply except for the work described in paragraph III J:
  - a. After eight (8) hours of work in any day, time and one-half (1-1/2 times the base rate) shall prevail.
  - b. The first eight (8) hours worked per day will count towards the forty (40) hours in a work week. Unless subject to another applicable section of this agreement, time and one half (1-1/2 times the base rate) shall prevail for all additional hours worked in a work week.
  - c. For all work performed on the sixth (6<sup>th</sup>) day of a work week between the hours of 7:00 a.m. and 12:00 midnight, time and one half (1-1/2 times the base rate) shall prevail.
  - e. The Employer will not replace, or substitute for, employees to avoid payment of overtime.

- 2. These conditions <u>only</u> apply to breakout rooms, theme parties without entertainment and events without entertainment:
  - a. Between the hours of 12:00 midnight and 7:00 a.m. time and one-half (1-1/2 times the base rate) shall prevail.
  - b. In the case of any call made prior to 5:00 a.m., time and one-half (1-1/2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.

#### G. DOUBLE TIME RATE

- 1. These conditions <u>always</u> apply, except for the work described in paragraph III J.
  - a. Double time shall be paid after twelve (12) hours of work in any one day, regardless of the cumulative hour total.
- 2. These conditions <u>only</u> apply to general sessions, plenary sessions, key note addresses, theme parties and events with entertainment.
  - a. Between the hours of 12:00 midnight and 7:00 a.m., double time (2 times the base rate) shall prevail.
  - b. In the case of any work performed between midnight and 6:00 a.m., double time (2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.
- 3. All work performed on the seventh (7<sup>th</sup>) consecutive day shall be paid at double time (2 times the base rate).

#### H. UN-WORKED HOURS

In the event that the hours specified in a minimum call exceed the worked hours, any un-worked hours shall be paid at the hourly rate at which each technician began the minimum work call. (For example, if a work call begins at 11:00 pm, and the work is completed at 1:00 am, the hours from 1:00 am to 4:00 am required to fulfill the minimum five (5) hour call shall be paid at the rate applicable for each technician when the call began at 11:00 pm).

#### I. VACATION PAY

All employees shall receive not less than eight percent (8%) of all their gross wages for vacation pay

#### J. MEAL PERIODS

- 1. Each employee shall receive one (1) full hour for meal breaks or no time shall be deducted. Time between all meal breaks, or from the beginning of the shift shall be not less than three (3) hours nor more than five (5) hours.
- 2. Penalty for violation of either case shall be one (1) hour at the straight time rate, in addition to one (1) hour at the prevailing rate for every hour, or fraction thereof, until either a one (1) hour break is given or until a meal is provided as described below.
- 3. The Employer may also avoid a continuing meal penalty situation by meeting the following conditions:
  - **a.** A meal shall be provided, at the Employers expense, to each and every employee in meal violation.
  - **b.** Said meal shall be provided neither less than three (3) hours nor more than five (5) hours from the beginning of the employee's shift or end of employee's last meal break.

- **c.** Each and every employee must be given one half (1/2) hour to eat the provided meal from the time that the employee receives the meal and no time shall be deducted.
- **d.** The five (5) hour work clock resets at the end of the half (1/2) hour meal period.
- 4. If the employees are broken for at least one (1) hour or up to two (2) hours, they shall receive a two (2) hour minimum call when they return to work.
- 5. If the employees are broken for more than two (2) hours, they shall receive a four (4) hour minimum call when they return to work.

#### K. HIGHER SCALE

- 1. In the event that under the terms of this CBA two (2) or more rates of pay are applicable for the same work done within the same period of time, the highest of all applicable rates shall prevail.
- 2. When multiple Employers are working the same event in the same room then the same contract provisions shall apply to all work performed regardless of Employer.

#### L. HOLIDAYS

- 1. The following shall be designated holidays for all employees: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, the day after Thanksgiving and Christmas Day.
- 2. Should any employee at any time work on a designated holiday, said employee shall be paid one half (1/2) of the basic straight time rate for every hour worked in addition to the employees prevailing rate.

#### M. RATES AND CONDITIONS

- 1. At no time may the Employer reduce any of the rates or change any of the conditions contained herein.
- 2. At no time may any of the rates or conditions contained herein be waived by any consensus of employees.
- 3. At no time will the Union ask for any services from the Employer "gratis".

#### N. CANCELLATION OF CALLS

- 1. When a call is cancelled by the employer after 5 P.M. for a call that night or the next day, the affected technician(s) shall receive the minimum remuneration for the position cancelled.
- Should a "call back", given at the conclusion of a shift to an employee for work to be performed on a future date (more than 72 hours in the future) on the same job, be cancelled with less than 24 hours' notice, the affected technician(s) shall receive the minimum remuneration for the position cancelled

#### IV. FRINGE BENEFITS, WORK FEES AND PAYROLL

#### A. HEALTH AND WELFARE

- The Employer agrees to make contributions to the Local 16 Health and Welfare Trust Fund in the amount of fifteen and a half percent (15.5%) of all gross wages (including vacation pay) of each employee working under this CBA.
- 2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).

#### B. PENSION

- 1. The Employer agrees to make contributions to the Local 16 Pension Trust Fund in the amount of fourteen percent (14%) of all gross wages (including vacation pay) of each employee working under this CBA. The contribution rate of 14% of gross wages in the Rehabilitation Plan adopted by the Board of Trustees on September 22, 2010, is a combination of the previous contribution rate of 7% of gross wages that will continue to be applied towards benefit accruals for the Participants and an additional 7% in the form of a required enhancement that is not applied towards benefit accruals.
- 2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Pension Trust Fund (IRS # 94-6296420).

#### C. CHECK-OFF WORK FEES

- 1. The Employer agrees that upon receiving a signed voluntary check-off authorization from the employee(s), the Employer will withhold three and one half percent (3.5%) of all gross wages (including vacation pay) for each employee working under this CBA.
- 2. Said monies are to be made payable, by separate check with each payroll, to Local 16, I.A.T.S.E.

#### D. TRAINING AND CERTIFICATION PROGRAM EMPLOYER CONTRIBUTION

- 1. The Employer agrees to make contributions to the Local 16 Training Trust Fund in the amount of two percent (2%) of all gross wages (including vacation pay) of each employee working under this CBA.
- 2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Training Trust Fund (EIN#61-6335362).

#### E. SICK LEAVE

Pursuant to Section 12W.9 of the San Francisco Administrative Code, the Union, on behalf of Employees covered hereunder, expressly agrees herein to waive the sick leave obligations set forth in said Section 12W.

#### F. REPORTING OF FRINGE BENEFITS AND WORK FEES

Once each month, the Employer must provide a complete and accurate payroll report that must include the following:

- 1. Job name and venue.
- 2. Local 16 job number.
- 3. Job start date and end date.
- 4. Completed copies of all steward's payroll reports for all wages being paid.
- 5. Listed in separate columns across the same line of the report:
  - a. Employee's social security number.
  - **b.** Employee's name.
  - c. Employee's job classification.
  - d. Total gross wage.
  - e. Health and Welfare Fund amount.
  - **f.** Pension Fund amount.
  - **g.** Work fee amount.
  - h. Training Trust Fund amount.
- 6. Four (4) separate checks shall be submitted to Local 16 with each payroll as follows:

- a. One check equaling fifteen and a half percent (15.5%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).
- **b.** One check equaling fourteen percent (14%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Pension Trust Fund (IRS # 94-6296420).
- **c.** One check equaling three and one half percent (3.5%) of the gross wages (including vacation pay) made payable to Local 16 I.A.T.S.E.
- **d.** One check equaling two percent (2%) of the gross wages (including vacation pay) made payable to Local 16 Training Trust Fund. (EIN # 61-6335362).

#### G. PAYROLL

- The Employer and the Union confirm that workers supplied by the Union to perform work under the jurisdiction of the Union who are hired on a projectby-project or assignment-by-assignment basis for less than a full-time regular basis (i.e. a forty hour work week) shall be deemed "on-call workers".
- 2. Workers shall be issued their payroll checks in accordance with the Employer's regular pay period. The Employer and Union understand that these regular pay periods shall be no longer than sixteen (16) days in length and that payroll checks shall be issued within seven (7) days of the conclusion of each period.
- 3. The Employer shall provide the Union with a written schedule of Employer's regular pay periods for each year of this collective bargaining agreement, corresponding to the dates set in Section X. LENGTH OF AGREEMENT. Any changes to this schedule must be agreed upon between the Business Manager/ Secretary and the employer in writing 30 days prior to said changes taking effect.
- 4. Upon the completion of a project or assignment, such "on-call workers" shall not be deemed to have been "discharged" within the meaning of California Labor Code Sections 201, 201.5 or 203. Instead, such "on-call workers" shall remain eligible to continue employment with the Employer.
- 5. Payroll checks shall be distributed using one of the following options:
  - a. Payroll checks may be mailed directly to each individual technician.
  - b. Payroll checks may be mailed to Local 16 for distribution to the individual technicians ONLY if they are in a postage paid envelope and accompanied by a payroll report

#### V. SAFETY

#### A. OSHA REGULATIONS

1. The Employer and his subcontractors shall comply with all Federal-OSHA and Cal-OSHA Safety and Health regulations at the Employer's expense.

#### B. WORKERS COMPENSATION INSURANCE

1. The Employer shall present a Certificate of Coverage showing that a current Workers Compensation Insurance policy is in effect from the moment employees are called to work at any venue until such time as they are released from work.

#### C. RIGGING AND SAFETY

1. A minimum of three (3) Local 16 technicians (refer to Section II. A.) are required when fall protection gear is in use. While working from a beam

(without scaffolding and/or catwalks) which is in excess of twenty five (25) feet above the floor, \$5.00 per hour premium rate for the day shall apply in addition to the prevailing scale. This will also apply to any person required to walk a truss, use a boatswain's chair and/or hanging from a line or lines, cables, etc., in excess of twenty-five (25) feet above the floor. This shall not apply to a person located inside a boom lift, scissors lift or man lift.

Initial construction of scaffolding up to twenty five (25) feet in height and use of said scaffolding within fall prevention or protection systems (i.e. handrails and attached ladders as approved or exempted by O.S.H.A. Standard 1926.451 (g) (2) 1926.451(e) (9)) shall remain exempt from this premium.

#### D. SAFETY EQUIPMENT

- 1. The Employer shall be responsible for providing all safety equipment, including, but not limited to, harnesses, ladders of the proper height for the work being attempted, scaffold, railings, goggles, and ear protection.
- 2. Technicians shall not perform any unsafe practices due to the absence of the proper tools or safety equipment.
- 3. All employers shall adhere to ANSI Standard 359.2007.0, 1, 2, 3, 4. -.

#### VI. COMMERCIAL, INDUSTRIAL AND PRODUCT DEMONSTRATION SHOWS

When it is determined that a particular show or event will be governed by the conditions of the commercial, industrial and product demonstration show contract, as dictated by the International Alliance, the following conditions shall be in effect and will supersede all other conditions in this CBA. Any conditions of this CBA specifically not superseded by one or more of the following conditions of the commercial, industrial and product demonstration show contract are still in full force and effect.

#### A. MINIMUM CALLS

The minimum daily work call shall be no less than eight (8) consecutive hours.

#### B. VACATION PAY

All employees shall receive not less than eight percent (8%) of their gross wages for vacation pay.

#### C. MAXIMUM OVERTIME RATE

No rate shall exceed two (2) times the base rate except where meal violations occur, or where government regulations are different (i.e., Canada).

#### D. BASE RATE

"Base Rate" = straight time rate.

#### E. WORK WEEK

The work week will consist of Monday through Saturday until 5:00 p.m.

#### F. OVERTIME

- 1. Any work performed after eight (8) hours in a day or forty (40) straight time hours worked will be paid at the rate of one and one-half (1-1/2) times the base rate and overtime as required by California State Law.
- 2. Work performed after 5:00 p.m. on Saturday will be paid at one and one-half (1-1/2) times the base rate.
- 3. Sunday Clause: Work performed between the hours of 8:00 a.m. and 5:00 p.m. will be paid at the rate of one and one-half (1-1/2) times the base rate.

All work performed before 8:00 a.m. or after 5:00 p.m. will be paid at two (2) times the base rate.

#### G. DOUBLE TIME

- 1. All work beginning or performed between the hours of 12:00 midnight to 8:00 a.m. will be paid at two (2) times the base rate.
- 2. Work beginning prior to 6:00 a.m. will be paid at the rate of two (2) times the base rate, and will remain at two (2) times the base rate until a eight (8) hour break is called.
- 3. Calls starting between 6:00 a.m. and 8:00 a.m. = double base rate; balance of eight (8) hours = base rate.
- 4. If workers are laid off and called back the next day before a rest period of eight (8) hours has elapsed, two (2) times the base rate will be paid until a rest period of eight (8) hours is called.

#### H. MEAL PERIODS

- 1. Each employee shall receive one (1) full hour for meals or no time shall be deducted.
- 2. Time between meals shall be no less than three (3) hours nor more than five (5) hours.
- 3. Penalty for said violation in either case shall be one (1) hour at the straight time rate in addition to one (1) hour at the prevailing rate.
- 4. If the employees are broken for one (1) hour, they shall receive a three (3) hour minimum call when they return to work.

#### I. LOAD OUTS

Load outs shall be no less than eight (8) hours. All un-worked hours to fulfill minimum call requirements shall be paid at straight time, Sunday or holiday rates.

#### J. SHOW CALLS

Show call defined: the term "show call" shall be construed as a period of three (3) consecutive hours, or less, used by the Employer for speeches, presentations of products or entertainment. If the performance runs more than three (3) hours, the applicable hourly rate shall be paid for each additional hour or fraction thereof.

#### K. COMPUTATION OF TIME

- 1. Fractions of an hour shall constitute one (1) hour.
- 2. When working on the hourly rate, a call may begin on the half hour or the hour and must end on the corresponding half hour or hour.

#### L. HOLIDAYS

- 1. The following shall be designated holidays for all employees: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day and Christmas Day.
- 2. Employees required to work on a designated holiday shall be paid no less than double time of the base rate for a minimum of eight (8) hours.

#### VII. GRIEVANCE AND ARBITRATION

#### A. GRIEVANCE

In the event of any dispute or controversy between Local 16 and any of the persons subject to this agreement and the Employer related to the application or interpretation of any part of the terms and conditions of this agreement, a grievance can be filed by the employee, Local 16, or the Employer. Only Local 16 or the Employer: however,

may process a grievance through this procedure. The procedure, unless otherwise specifically provided for herein, shall be as follows:

#### STEP 1:

A party, that is either Local 16 or the Employer, shall mail or deliver to the other party a written notice of the claim or grievance within five (5) working days (work days equal Monday through Friday) of the event(s) giving rise to the grievance. The written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name(s) of the individual(s) aggrieved and the remedy sought. The party receiving the grievance shall, within ten (10) working days after the grievance is received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. The representative of Local 16 and the designated representative of the Employer shall immediately discuss the matter within two (2) work days of the written response and the grievance shall be settled if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any employee(s) concerned. If the party receiving the grievance fails to serve the written response required by STEP 1, then the other party may elect to proceed directly to arbitration or to STEP 2 by serving a written demand upon the other party within five (5) working days after the written response is due.

#### STEP 2:

If the parties fail to meet and/or confer, or the grievance is not settled, then the aggrieved party may proceed to STEP 2, by delivering or mailing, within five (5) working days as set forth above, a written demand, which shall include a statement of the particulars of the claim, upon the other party. If neither requests a STEP 2 conciliation meeting, then the aggrieved party may proceed directly to STEP 3, arbitration, by serving a written demand upon the other party within the time period set forth above. Failure of the aggrieved party to serve such demand for STEP 2 conciliation meeting or arbitration on a timely basis shall constitute a waiver of the grievance, unless both parties mutually stipulate otherwise in STEP 1.

If a demand for STEP 2 is served, the grievance shall be brought before a committee consisting of two (2) persons, each designated by Local 16 and the Employer. They shall be known as the Joint Conference Committee. The Joint Conference Committee shall meet no later than ten (10) work days following the receipt of such demand. The parties to such grievance shall be present and shall be responsible for the presentation of their own position at the designated time and place of the Joint Conference Committee. If the aggrieved party fails to appear, the grievance shall be considered to be waived. If the responding party fails to appear, the aggrieved party shall be entitled to proceed with the presentation of its position. The Joint Conference Committee, upon presentation of the evidence showing a contract violation, has the authority to settle the grievance and determine the matter if the majority of the persons designated render such a determination.

#### B. ARBITRATION:

Local 16 or the Employer, after properly utilizing all steps of the grievance procedure, and desiring to submit a matter to arbitration, shall notify the other in writing within ten (10) working days of the conclusion of STEP 1 or within ten (10) working days following the STEP 2 meeting or the cancellation of the STEP 2 meeting. The party desiring arbitration must, within five (5) working days of such notice, request the State Mediation and Conciliation Service to

submit a panel of five (5) or seven (7) Arbitrators. If the parties cannot agree to an Arbitrator within five (5) working days after receipt of such a list, each party shall have a right to alternatively strike an Arbitrators name from the panel until such time an one Arbitrator is left, and the remaining Arbitrator shall be selected as the Arbitrator in the proceedings.

The arbitration hearings shall be held at such a time and place as the Arbitrator shall determine. The decision of the Arbitrator shall be rendered in writing, relating his or her reasons for the award after the submission of the grievance for decision. The Arbitrators decision shall be final and binding upon the parties. The Arbitrator shall not have the power to amend, modify or effect a change in the provisions of this Agreement. Fees and expenses of the Arbitrator and the cost of the Court Reporter (if required by the Arbitrator) and the original transcript, where jointly requested, shall be borne equally by both parties to the dispute. If only one party requests a transcript, that party shall pay for it. All other costs shall be borne by the party incurring the cost. No individual employee shall have the right to initiate the arbitration process.

#### C. ALTERNATIVE DISPUTE RESOLUTION PROCESS

At any time in this dispute/grievance process, with mutual agreement, the parties may request to submit the matter to mediation. With the concurrence of both parties, the Federal Mediation and Conciliation Service shall be contacted to request the services of a mediator. Time lines may be mutually waived for the mediation to proceed. If the parties fail to reach a mutually satisfactory resolution, the moving party may proceed through the grievance procedure. Request to have the matter heard by an Arbitrator shall be submitted in writing within ten (10 calendar days of the final date of mediation.)

#### VIII. BROADCAST, WEBCAST AND SIMULCAST RATES - SEE EXHIBIT B

#### IX. RATE SCHEDULE

A. Minimum hourly rates of compensation for work performed as described.

		1/1/2013 to	7/1/2013	1/1/2014 to	7/1/2014	1/1/2015
		6/30/2013	to 12/31/2013	6/30/2014	to 12/31/2014	to 6/30/2015
General AV and C3 computer technicians		8%	8%	8%	8%	8%
for breakout rooms, Extra help for events or theme parties without entertainment (not		Vacation	Vacation	Vacation	Vacation	Vacation
including traditional stage crafts).	Base Rate	33.94	34.28	34.28	34.62	34.62
	Over Time	50.91	51.42	51.42	51.93	51.93
	Double Time	67.88	68.55	68.55	69.24	69.24
Multi-source and C2 computer technicians		8%	8%	8%	8%	8%
for breakout rooms and events or theme parties without entertainment.		Vacation	Vacation	Vacation	Vacation	Vacation
	Base Rate	40.22	40.62	40.62	41.03	41.03
	Over Time	60.33	60.94	60.94	61.55	61.55
	Double Time	80.44	81.25	81.25	82.06	82.06
Traditional Stage Crafts:		8%	8%	8%	8%	8%
(Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial,		Vacation	Vacation	Vacation	Vacation	Vacation
industrial and product demonstration show	Base Rate	43.26	43.70	43.70	44.13	44.13
and events with entertainment. Camera set	Over Time	64.90	65.54	65.54	66.20	66.20
up and tear down, including Video utilities.	Double Time	86.53	87.39	87.39	88.27	88.27
Department Heads		8%	8%	8%	8%	8%
		Vacation	Vacation	Vacation	Vacation	Vacation
	Base Rate	48.31	48.79	48.79	49.28	49.28
	Over Time	72.46	73.18	73.18	73.92	73.92
	Double Time	96.61	97.58	97.58	98.56	98.56
ETCP Certified Rigger and Electrician		8%	8%	8%	8%	8%
(Head of Dept Rate plus \$2.00)		Vacation	Vacation	Vacation	Vacation	Vacation
	Base Rate	50.31	50.79	50.79	51.28	51.28

A. Show Call Rates - Commercial, Industrial and Product Demonstration Shows

A. Show Can ixe	too oniiii	,	Y		·····	
		1/1/2013	7/1/2013	1/1/2014	7/1/2014	1/1/2015
		to	to	to	to	to
		6/30/2013	12/31/2013	6/30/2014	12/31/2014	6/30/2015
				(an) and a		
Extra help for general sessions, plenary		8%	8%	8%	8%	8%
sessions, key note addresses, theme		Vacation	Vacation	Vacation	Vacation	Vacation
parties with entertainment and events with		V dodao.ii	, addition	* 4004.1011	radagon	V a dation
•						
entertainment, three (3) hour maximum						
under commercial, industrial conditions						
else, four (4) hour maximum.	Show Call	185.86	187.72	187.72	189.60	189.60
Spot light operators, camera operators per		8%	8%	8%	8%	8%
show call, three (3) hour maximum under		Vacation	Vacation	Vacation	Vacation	Vacation
commercial, industrial conditions else, four						
(4) hour maximum.	Show Call	201.36	203.37	203.37	205.40	205.40
(4) flodi maximum.	Onow Can	201.00	200.01	200.07	200,70	200.40
Department Heads		8%	8%	8%	8%	8%
Department neads						
		Vacation	Vacation	Vacation	Vacation	Vacation
	Show Call	221.50	223.72	223.72	225.95	225.95

#### X. LENGTH OF AGREEMENT

This agreement shall be in full force and effect from <u>January 1, 2015</u> through the end of this project date (which shall be no later than <u>June 30, 2015</u>).

#### XI. SIGNATURES

FOR THE EMPLOYER:	FOR THE UNION:
Date Authorized Agent City & County Of San Francisco	Steve Lutge Date Business Agent-Secretary Local 16, I.A.T.S.E.
Date Authorized Agent City & County Of San Francisco	James Beaumonte Date President Local 16, I.A.T.S.E.

/iatse-b-18 2015JANTOJUNPROJECTDEC162014

# EXHIBIT A JURISDICTION

**RIGGING Including but not limited to:** The rigging of all overhead truss and motor installation (and operation) on the exhibit floor, in general sessions, in breakouts and at any locations in any facility or location where this type of apparatus may be incorporated.

**SOUND Including but not limited to:** operation of all elements of sound for reinforcement and distribution; including broadcast radio and television, webcast or podcast, simultaneous language translation and recording. The setting, operating and striking of any associated equipment provided for such tasks. This shall include breakout meetings, general sessions or exhibits as well as any location where a sound reinforcement system is used.

**PROJECTION Including but not limited to:** All projection units of any brand from 35 millmeter to video projection with single or multiple source settings that need to be adjusted, cabled, routed, switched through or into video/LED walls, retro boxes, or screens, either through I-MAG front or rear projection, such as Barco, Sony, Sanyo, Christie, Digital Projection, Eiki, JVC and any other brands that may be incorporated through computers or any switching device.

**THEATRICAL LIGHTING Including but not limited to:** All lighting, (including all lighting on the exhibit floor, breakout rooms, general sessions, area work lighting, and/or mood 'up and down' lighting) that is incorporated through the use of dimmer packs or is console controlled via robotic moving light units, such as, Varilite, Martin, etc. Setting, operating and strike of said equipment, either truss supported or ground supported.

**VIDEO Including but not limited to:** All ENG, EFP, archive, or facility operated show cameras, either statics or hand-held for exhibit, breakout, general session, exhibits and pickup shots for products and convention services. Full service switching and editing are available, but should be referred to Local 16 for consultation of current needs.

**COMPUTERS Including but not limited to:** All exhibit floor, speaker ready/rehearsal rooms, breakout rooms, general sessions (computer registration, kiosk, Internet / Networking access stations), Video/Media Servers, Audio Servers, Video Conferencing Systems, Disk Recorders, Digital Effects Systems, Digital Transmission devices, CBT (Computer Based Training), CLS (Learning Systems), DCLS, Digital NLE and Graphic Systems, Computer Labs, Audience Response Systems, Teleprompting. The setting, operating and strike of said equipment.

**DRAPING Including but not limited to:** All draping within the general session rooms, theatrical presentation and breakout rooms, masking of screens, support towers and platforms, masking drape, and carpet on all stages.

**CARPENTRY Including but not limited to:** All work pertaining to that performed by traditional stage carpenters. The moving, unpacking, assembly, erection, repair, use and removal, and packing of stages, stage sets, band gear, backdrops, décor, furniture, and any theatrical or scenic elements.

**SPECIAL EFFECTS Including but not limited to**: Handling of all special effects components including, but not limited to pyrotechnics of all kinds, atmospheric treatments, laser lights and the use of any device or procedure that produces a "special effect".

**PROPERTIES Including but not limited to:** Handling of all elements intended for use by actors or speakers or others in front of an audience or as part of a presentation or production.

**GROUND COVER Including but not limited to:** Ground cover for theater, arena and/or stadium events, including terraplast, plywood, tarps or any other cover that may exist or may be developed in the future.

**POWER DISTRIBUTION Including but not limited to**: Power distribution required in connection with the installation, operation, or maintenance of temporary or portable electrical equipment as performed by technicians in the theatrical, motion picture production, hotel, exhibition, and trade show industries. Cabling for any and all transformers as well as any and all devices covered within all other categories of this exhibit and section I. GENERAL PROVISIONS Section C. SCOPE AND JURISDICTION. Power distribution for arena, stadium, and outdoor events. All installation, cabling, and operation of mobile power generators.

# **EXHIBIT B**BROADCAST, WEBCAST AND SIMULCAST RATES

For the taking of motion picture, television (direct, videotape or film), radio broadcast, podcast, webcast, streaming audio webcast, live or delayed, with or without the use of visual images any employee who performs duties as part of the working crew necessary for such a production shall be governed under the jurisdiction of Local 16.

It is understood that Local 16 has full jurisdiction over the filming or videotaping of motion pictures within the geographical area granted it under its I.A.T.S.E. Charter (San Francisco County, Marin County, Lake County, Mendocino County, Sonoma County, Napa County and San Mateo County) and the Employer agrees to be governed under the prevailing scales and conditions concerning studio and location work if and when the Employer, or any of its subsidiaries and/or affiliates, are filmed, televised or webcast (visual and/or audio).

It is understood that the Employer may present a television, video or webcast project proposal to Local 16 which represents a television, video recording, or webcast activity. It is agreed that the Employer and Local 16 will consider each television, video or webcast proposal on a case-by-case basis. Such consideration may result in mutually agreed special wages and/or conditions for each such television, video or webcast project proposal.

Any broadcast, recording, web cast media forward or capture shall be subject to the broadcast fee as defined herein.

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional two hundred ninety five and sixty two (\$295.62) dollars for each technician working the show plus benefits.

Upon payment for any of the classifications outlined above, the following rights are included:

- 1. Taping of performances (or live telecasts) for release on television.
- 2. Stereo simulcast(s).
- 3. Documentary filming, if any, of the preparation of the production to include cinema rights, simulcast rights and use of any documentary portions in the telecast release and audio-visual material.

The following classifications are exempt from the provisions of this Exhibit "B". However, should any of these taped properties be subsequently used for commercial broadcast or webcast, then the conditions outlined above are applicable retroactively, and it is the Employer's obligation to inform the Union of such an occurrence.

- 1. Camera Blocking (preparation) videotapes for preparation purposes which may be made during performances or rehearsals prior to the projected taping duties.
- 2. Preparation videotapes may be used in the telecast release, in noncommercial educational segments and in any documentary footage or promotion material.
- 3. Segments from performance or rehearsal tapes may be used for television promotion segments not more than three (3) minutes in duration.
- 4. Segments of the telecast to be utilized in audio visual presentation for public school educational material provided on a non-commercial basis.
- 5. Taping subsequently used for non-commercial, public access television.
- 6. Taping for archival purposes.

TO:

ALL SIGNATORY EMPLOYERS CONTRIBUTING TO THE

IATSE LOCAL 16 TRAINING TRUST FUND

FROM:

**BOARD OF TRUSTEES** 

IATSE LOCAL 16 TRAINING TRUST FUND

RE:

**NOTICE TO ALL PARTICIPANTS** 

Training Trust Plans that provide exclusively apprenticeship training benefits, other training benefits or a combination of apprenticeship and other training benefits are exempt from all reporting and disclosure requirements of ERISA if they file a brief notice with the Department of Labor as prescribed under final regulations. Under these final regulations, the notice must be made available to employees of employers who may be eligible to enroll in any course or program of study offered under the Training Trust Plan.

The Training Trust Plan meets the notification requirements of the Department of Labor if each employer makes the required information available to employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Enclosed is the notice which contains the following required information:

- 1. The name of the Training Trust Plan
- 2. The Employer Identification Number of the Training Trust Plan sponsor
- 3. The name of the Training Trust Plan Administrator; and
- 4. The name and location of an office or person from whom an interested individual can obtain a description of the procedure by which to enroll in any course or program of study offered under the Training Trust Plan

Please make the notice available to all your employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Steve Lutge, Trustee IATSE Local 16 Training Trust Fund

#### Enclosure

cc:

Steve Lutge, Trustee

Russell Milligan, Director of Training William A. Sokol, Legal Counsel

Apprenticeship & Training Plan Exemption Office of Reports & Disclosures

Pension & Welfare Benefit Programs US Department of Labor

# NOTICE TO ALL PARTICIPANTS IATSE LOCAL 16 TRAINING TRUST FUND

This is to inform you that the IATSE Local 16 Training Trust Fund, Identification Number 61-6335362 provides training and re-training for those entering the industry and those already in the industry.

For information about enrolling in the courses or a description of what courses are or will be available, please contact:

Russell Milligan, Director of Training IATSE Local 16 240 Second Street, First Floor San Francisco, CA 94105

The Training Trust Plan is administered by the Board of Trustees of the IATSE Local 16 Training Trust Fund.

Board of Trustees IATSE Local 16 Training Trust Fund

### Attachment 9

# Prevailing Wage Determination

Standard Agreement between Northern California employers and the Northern California Regional Council of Carpenters and the Carpenters 46 Northern California Counties Conference Board

(Furniture Movers and Related Classifications)

2013-2015	
CARPENTERS TRUCK DRIVER AND MOVER AGREEMENT	

This AGREEMENT ("Agreement") made and entered into this 2 day of day of the NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, for and on behalf of its affiliated Local Unions having jurisdiction in the 46 Northern California Counties ("Union").

It is hereby agreed that the wages, fringes and working conditions set forth in the current 46 Northern California Counties Carpenters Master Agreement for Northern California ("Master Agreement"), or any amendments, modification, additions, extensions, or renewals thereof, will be applicable to all covered work performed by the Employer unless specifically amended herein.

# SECTION 1 RECOGNITION

#### 1.01.00 Union Recognition

The Employer and each individual employer hereby recognizes the Carpenters 46 Northern California Counties Conference Board and its affiliates as the sole and exclusive bargaining agent for employees hired to perform work as outlined below.

#### 1.02.00 Union Security

- Every person performing work covered by this Agreement who is a member of the Union (1) and in the employment of an individual employer on work covered by this Agreement on the effective date of this Agreement shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Agreement, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other members. If Federal Law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Agreement, the Employer and the Union will promptly enter into negotiations with regard to such subject.
- (2) The individual employer shall not be required to discharge any employee pursuant to this Section until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section, stating all pertinent facts showing such non-compliance, shall have been served upon such individual employer and two (2) working days shall have been allowed for compliance therewith.

#### 1.03.00 Union Representative

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been or will be performed.

The Union Representative shall check in with the designated management representative prior to visiting the work area.

Where there are visitation restrictions imposed at the jobsite by entities other than the individual employer, the individual employer will use his best efforts to provide access to the site by the union representative.

#### 1.04.00 Employer Recognition

The Union hereby recognizes the Employer as the sole and exclusive bargaining representative for its respective members, present and future, who are or hereafter become members.

#### SECTION 2 SCOPE OF WORK

#### 2.01.00 Covered Work

This Agreement shall cover the transportation and delivery of furniture and furniture components to the point of first drop at the jobsite and all warehouse work activities. This Agreement shall also cover all delivery and handling of non furniture items including, but not limited to, boxed supplies, boxed goods, and office supplies.

This Agreement shall also cover the moving of free standing furniture, fixtures and equipment in health care facilities. This Agreement shall not cover any work in health care facilities that is currently covered by the scope of work covered provisions of the Office Modular Systems Addendum to the 46 Northern California Counties Carpenters Master Agreement for Northern California or any work currently covered by the scope work covered provisions of the 46 Northern California Counties Carpenters Master Agreement for Northern California.

This Agreement shall not cover the handling, installation, removal, relocation and maintenance of all new or used free standing manufactured modular office furniture systems ("Furniture Systems"). Specifically excluded from the scope of this Agreement are the handling, installation, removal, relocation and maintenance of all manufactured parts (which come unassembled or are disassembled), and components (desks, filing systems, etc.). Drivers doing work that requires a Class A license are not covered by this agreement. If the employer employs Class A drivers, not currently covered by a collective bargaining agreement, the Union and the Employer will sit down and negotiate wage and fringe benefits for Class A drivers within 30 days of the hiring of the Class A driver(s).

This Agreement shall not apply to the construction industry or any work covered by the scope of work covered by the 46 Northern California Counties Carpenters Master Agreement for Northern California.

## SECTION 3 CLASSIFICATIONS AND WAGE RATES

#### 3.01.00 Classifications

Five (5) classifications shall be covered by this agreement; Mover, Packer, Crater, Driver and Helper.

#### 3.02.00 Wage Rates

Area 1: The counties of San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma and Marin.

Area 2: All other California counties within the geographic jurisdiction of the Northern California Carpenters Regional Council.

#### Effective September 1, 2013\*

Classification	Area 1	Area 2
Mover, Packer, Crater	\$18.15	\$11.30
Driver	\$18.42	\$11.60
Helper	\$18.15	\$11.30

#### Effective September 1, 2014\*

Classification	Area 1	Area 2
Mover, Packer, Crater	\$18.40	\$11.55
Driver	\$18.67	\$11.85
Helper	\$18.40	\$11.55

<sup>\*</sup>Sets forth the minimum hourly wage rate for the above classifications. In the event that an employee is currently working at an hourly wage rate above the minimum hourly wage rate they shall receive the hourly increases on top of their current hourly wage rate.

No current employees will suffer a reduction in hourly wages or fringes as a result of this agreement.

#### SECTION 4 FRINGE BENEFITS

#### 4.01.00 Health & Welfare Contributions

The modified Plan B of the Carpenters Health & Welfare Plan shall be the applicable Health & Welfare Plan. The Health & Welfare Plan B contributions effective September 1, 2013 shall be \$9.55 per hour per employee.

The Health & Welfare Plan B contributions effective September 1, 2014 shall be \$9.90 per hour per employee.

No current employees will suffer a loss or a break in Health and Welfare coverage as a result of this agreement.

#### 4.02.00 Hour Cap on Health & Welfare Contributions

Contributions to the modified Plan B of the Carpenters Health & Welfare Plan shall be capped at 1800 hours. This covers the Agreement anniversary year for each employee working for a single employer during that year.

#### 4.03.00 Fringe Benefits

The Employer agrees to contribute the following amounts for all hours worked or paid by employees covered by this agreement:

#### Effective September 1, 2013

	Health & Welfare	Annuity	Vacation	Work Fee
Area 1				
Mover, Packer, Crater	\$9.55	\$1.10	\$1.05	\$0.77
Driver	\$9.55	\$1.10	\$1.05	\$0.77
Helper	\$9.55	\$1.10	\$1.05	\$0.77
Area 2		·		
Mover, Packer, Crater	\$9.55	\$0.60	\$0.50	\$0.77
Driver	\$9.55	\$0.60	\$0.50	\$0.77
Helper	\$9.55	\$0.60	\$0.50	\$0.77

#### Effective September 1, 2014

	Health & Welfare	Annuity	Vacation	Work Fee
Area 1				
Mover, Packer, Crater	\$9.90	\$1.10	\$1.05	\$0.79
Driver	\$9.90	\$1.10	\$1.05	\$0.79
Helper	\$9.90	\$1.10	\$1.05	\$0.79
Area 2				
Mover, Packer, Crater	\$9.90	\$0.60	\$0.50	\$0.79
Driver	\$9.90	\$0.60	\$0.50	\$0.79
Helper	\$9.90	\$0.60	\$0.50	\$0.79

#### SECTION 5 HOURS OF WORK, OVERTIME AND SHIFTS

#### 5.01.00 Regular Work Day

The regular work day shall be eight (8) consecutive hours between the hours of 5:00am and 5:00pm. The regular workweek will be forty (40) hours, Monday through Friday or Tuesday through Saturday.

#### 5.02.00 Overtime

Hours worked in excess of eight (8) hours on the first through the fifth workday and up to ten (10) hours on the sixth workday, shall be paid at the rate of one and one-half times (11/2x) the straight time hourly rate. All hours worked in excess of ten (10) hours on the sixth workday and all hours worked on the seventh workday and Holidays shall be paid at two times (2x) the straight time hourly rate.

#### 5.03.00 Special Shift Work

When work covered by this Agreement is of such a nature that it is not appropriate or practical to perform during the regular work day(s), then such work shall be performed as a "Special Shift" at a suitable time as designated by the Employer. Employees performing work under this provision shall be paid at the Special Shift wage rate of 1.125x the straight time hourly wage rate.

#### 5.04.00 MultipleShift Work

When more than one shift is required, the first shift shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven (7) continuous hours and receive eight (8) hours of pay and the third shift shall work seven (7) continuous hours and receive eight (8) hours pay at the employee's current rate of pay. No employee shall be required to work more than one shift during a twenty-four (24) hour period at shift rates.

### SECTION 6 HOLIDAYS

#### 6.01.00 Holidays

No "designated off-days" are recognized under this Agreement. The following are the recognized holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, and Christmas Day.

# SECTION 7 RE-EMPLOYMENT

#### 7.01.00 Re-employment

It shall be a contractual obligation of the employer signed to this Agreement to re-employ Movers, Packers, Craters, Helpers and Drivers who have been laid off, due to a lack of work prior to any new hires being employed.

#### SECTION 8 TRAVEL

#### 8.01.00 Travel and Subsistence

Drivers and helpers shall be paid at the regular schedule while in actual service, and shall receive meal and lodging when out of town overnight with a value of not less than sixty-five dollars (\$65.00).

#### SECTION 9 SUBCONTRACTING

#### 9.01.00 Subcontracting of Covered Work

An individual employer who opts to subcontract covered work shall notify the union of any such subcontractor. The individual employer acting as a subcontractor shall also be bound to this Agreement.

#### 9.02.00 Assumption of Covered Work Job

In the event a contractor takes over the performance of a contract covered by the terms of this Agreement for another contractor, the successor contractor shall notify the Union by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject to successor contractor to any liability for any delinquent fringe benefits of the predecessor contractor through the grievance procedure in addition to any other claims which may arise because of such failure.

# SECTION 10 GRIEVANCE PROCEDURE

#### 10.01.00 Grievance Procedure

Any grievance arising under this Agreement shall be processed in accordance with the procedures established in Section 51 – Grievance Procedure of the 46 Northern California Counties Carpenters Master Agreement for Northern California.

#### SECTION 11 SHOP STEWARD

#### 11.01.00 Shop Steward

The Union maintains the right to appoint one (1) shop steward. The shop steward will make every reasonable effort to perform their duties in a manner that does not unduly disrupt the work day.

#### SECTION 12 SICK LEAVE

#### 12.01.00 Sick Leave

The parties agree that to the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.

### SECTION 13 BREAKS AND REST PERIOD

#### 13.01.00 Breaks and Rest Period

The parties agree that the provisions of Section 22 of the Carpenters Master Agreement regarding meal, break and rest periods will be incorporated as part of this Agreement.

#### SECTION 14 TERM

#### 14.01.00 Term

This Agreement shall remain in full force and effect from the 1st day of September 2013 through the 31<sup>st</sup> day of August 2015, and shall continue in full force and effect thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31<sup>st</sup> day of August 2015, or not more than (90) days nor less than sixty (60) days prior to the 31<sup>st</sup> day of August of any subsequent year, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

supplement, renew, exterior or terminate ti
Mark Man
Name & Title
Service less.
Company Name
2054 Burning by Ave Company Address
3an Leard 10, CA 94577
Company City, State & Zip Code
510-746-3706
Company Telephone Number
510-568-1836
Company Fax Number
1
mark & service hust com

Authorized Union Representative

Robert Alvarado, Executive Officer
Northern California Carpenters
Regional Gouncil

William Feyling, Executive Director
Carpenters 46 Northern California
Counties Conference Board

## Attachment 10

## Prevailing Wage Determination

Agreement between the
Recology Sunset &
Recology Golden Gate
And
Sanitary Truck Drivers and Helpers
Union Local 350, IBT

## COLLECTIVE BARGAINING AGREEMENT

2012-2016

### **BETWEEN**

## RECOLOGY SUNSET & RECOLOGY GOLDEN GATE

AND

SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350, IBT

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#### COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

#### WITNESSETH

It is the intent and purpose of the parties hereto that this Agreement promote and improve the industrial and economic status of the parties, provide orderly collective bargaining relations between the Employers and the Union, and secure a prompt and fair disposition of grievances so as to eliminate interruption of work and interference with the efficient operation of the Employers' business.

#### SECTION 1. RECOGNITION

The Employers recognize the Union as the sole collective bargaining representative for all employees of the Employers working in the classifications hereinafter set forth, except and excluding the directors, office clericals, guards, and supervisors as defined in the National Labor Relations Act.

The Employers shall not subcontract any bargaining unit work currently being performed by bargaining unit employees.

#### SECTION 2. NON-DISCRIMINATION

The Employers agree with respect to all hiring and employment decisions that there will be no discrimination or favoritism of any kind based on race, creed, color, sex, sexual orientation, religion, age or national origin or on the basis of physical or mental disability or medical condition as defined under the Americans With Disabilities Act and the California Fair Employment and Housing Act, or the FMLA, so long as the affected person is fully capable of performing all essential job duties.

## SECTION 3. UNION SECURITY

(a) It shall be a condition of employment that all employees covered by this Agreement shall apply for Union membership on or after the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment, shall maintain their membership in the Union in good standing. "Union membership" and "membership in good standing" shall mean for purposes of this provision the payment or tender of payment by the employee of the initiation fee and monthly dues uniformly applied by the Union pursuant to its Bylaws. In the event an employee shall not comply with his/her obligation under this provision, the Union shall so notify the individual, providing such information as is required by the National Labor Relations Act in such circumstances, and copy the Employers. Thereafter, if the employee fails to remove his/her

delinquency within such period of time as the Union allows, but not less than ten (10) days, the Union shall so notify the Employers and the Employer shall terminate the employee forthwith.

- (b) The Employers recognize the right of the Local Union to designate a job steward from the Employers' seniority lists. The authority of the job steward so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities: the steward, upon receipt of prior approval from the Employers, shall be allowed a reasonable time to investigate, present and process grievances on Company property without loss of time or pay during his regular working hours, and, where mutually agreed to by the Employers and the Union, off the property and at times other than during his regular working schedule without loss of time or pay. Time spent handling grievances during steward's regular working hours shall be considered working hours in computing daily or weekly earnings.
- (c) The steward shall, whenever possible, investigate, present and process grievances after the completion of his daily duties. All employees, including the steward shall report to the proper Employer representative with any concerns regarding unsafe working conditions, including, but not limited to, hazardous material, defective equipment or dangerous access. No shop steward or employee may change a customer container, location of pickup, frequency of pickups, level of service without express authorization from Employer. All employees must report, promptly, any changes in service provided to customer. In the event the handling of grievances and the daily duties of the steward require more than a regular working day, the steward shall receive no extra compensation.
- (d) This Agreement shall be binding upon all the parties hereto and their successors. In the event the operations of the Employers which are covered by this Agreement, or any part of said operations, are sold, transferred or assigned, the Employers shall require the purchaser, transferee or assignee to adopt and become a signatory to this Agreement for the duration of its term. At such time as the purchaser, transferee or assignee adopts and signs this Agreement, the Employers' obligations to the Union and to the employees shall cease and the Employers shall have no continuing liability hereunder.
- (e) The Employers shall give notice in writing of the existence of this Agreement to any purchaser, transferee or assignee, with a copy to the Union, not later than the effective date of the sale, transfer or assignment.

#### SECTION 4. EMPLOYERS' RESPONSIBILITY

It is recognized that in addition to other functions and responsibilities, the Employers have and will retain the right and responsibility to direct the operations of the Employers and in this connection to determine the assignment of all work to employees; the scheduling of routes and the methods, processes, and means of operation, to select, hire, promote, demote, and transfer employees, including the right to make and apply rules and regulations for discipline, efficiency, and safety, providing, however, that exercise of such rights shall not conflict with the following provisions of this Agreement.

#### SECTION 5. JOB CLASSIFICATION AND WAGE RATES

- (a) All occupations to which employees within the respective bargaining units are or may be assigned are classified into categories listed below. It is understood that the determination and operation of the job classification is the function and responsibility of the Employers and placement of employees in any of the following classifications shall be subject to the requirements of the Employers. Job descriptions for each of the classifications which are covered by this Agreement and which are utilized by the Employers are set forth in Section 23 of this Agreement.
- (b) Each employee will be assigned to a classification, the duties of which he/she is competent to perform and which generally reflects his normal work. The fact that a job classification is listed herein does not necessarily mean that it must be utilized by the Employers.
- (c) Any employee assigned by his Employers to perform work for any other company shall, for the duration of such assignment, remain subject to the terms and conditions of this Agreement.
- (d) Any dispute involving job classifications shall be settled in accordance with the procedures set forth in Section 16 hereof.

### **WAGE RATES:**

	1/1/12	7/1/13 COLA	1/1/14 COLA	1/1/15 COLA	1/1/16 COLA
		3.0%-5.0%*	3.0%-5.0%*	3.0%-6.0%*	3.0%-6.0%*
Helper/Driver		COLA	COLA	COLA	COLA
	39.01	40.18	41,39	42.63	43.91
Recycling Collector		Adjust to Fan 3 Wage w COLA	COLA	COLA	COLA
	39.01	42.23	43.50	44.80	46.15
Commercial Driver	41.00	COLA 42.23	COLA 43.50	COLA 44.80	COLA 46.15
Route		COLA	COLA	COLA	COLA
Léadperson Fantastic 3	41.00	42.23	43.50	44.80	46.15
Shop		COLA	COLA	COLA	COLA
Foreperson	44.10	45.42	46.79	48.18	49.63
Assistant Shop		COLA	COLA	COLA	COLA
Foreperson	42.64	43.92	45.24	46.59	47.99
Mechanic/Truck		COLA	COLA	COLA	COLA
Welder	42.00	43.26	44,56	45.89	47.27

	1/1/12	7/1/13	1/1/14	1/1/15	1/1/16
	1	COLA	COLA	COLA -	COLA
		3.0%-5.0%*	3.0%-5.0%*	3.0%-6.0%*	3.0%-6.0%*
Shop Person		COLA	COLA	COLA	COLA
	39.36 ·	40.54	41.76	43.01	44.30

\*The dollar amounts shown for 7/1/13, 1/1/14, 1/1/15, and 1/1/16 are minimums, which assume a COLA increase of 3% each year.

The percentage increase above of three to five percent for the 7/1/13 and 1/1/14 adjustments and three to six percent for the 1/1/15 and 1/1/16 adjustments shall be referred to hereinafter as "floor/ceiling". Employer agrees that increases in wages shall be based on the BLS Consumer Price Index (BLS CPU-U) All Urban Consumers for San Francisco-Oakland San Jose area (1982-84=100) (hereinafter "Index") subject to the following conditions:

Employers shall determine the increase in the Index as follows:

For the increase effective July 1, 2013, the Employers shall apply the Index based on the period October 2011 to October 2012, subject to the Floor/Ceiling. For example, if the Index based on October 2011/October 2012 is 1.2%, the increase applicable July 1, 2013 shall be 3.0%. January 1, 2014, the Employers shall apply the Index based on the period October 2012 to October 2013, subject to the 2014 Floor/Ceiling. The increase in each year commencing January 1 thereafter shall be based on the same October to October test, as follows: 2015 shall be based on October 2013/October 2014, and 2016 shall be based on October 2014/October 2015 subject to the floor/ceiling applicable for that year.

The percentage increases above shall be based on the wage rate then in effect. For example, if the wage rate for Helper/Drivers in 2014 is \$41.39/hour, and the Index for 2015 as determined above is 3.3%, the Helper/Driver hourly rate effective January 1, 2015 shall be \$42.75. These increases shall be cumulative, and permanent.

Any Employee who is required to maintain a Class A drivers license for the purpose of performing work, shall receive the same wages as the Transfer Drivers in the Recology SF "Long Haul" CBA.

Employees in the Cart Department shall be paid at the Helper/Driver rate of pay; if the employee drives, he/she shall be paid at the Fan 3 rate of pay for all time spent driving/on the road.

When the need exists for a second person on a front loader route, the Company will pay the second person at the Commercial Driver wage rate. Second persons on rear loaders will be paid under the Helper Driver scale. All Drivers will be paid the Fan 3 rate of pay with the following exceptions: Recycling Drivers who will be paid under the Recycling Collector scale above until 7/1/13 at which time they will be paid according to the Fan 3 scale.)

The above rate for the Shop Foreperson of \$44.10 was calculated at 5% above the \$42.00 Mechanic Truck Welder rate. Beginning with the July 1, 2013 increase, the rates for the Shop

Foreperson set out above were calculated by applying the applicable COLA formulas to the \$44.10 rate.

### (e) New Hire Addendum

All employees who have completed six full months of employment as of January 1, 2012 will receive 100% of the hourly wage and benefits for their classification from that date forward. All employees hired after January 1, 2012 shall be hired under the following wage percentages which take precedence over any conflicting wage in the Collective Bargaining Agreement.

1. Wages - New hires shall work under the applicable percentage in the employee's classification.

During 1st 12 months of employment	80% of hourly wage
During 2nd 12 months of employment	85% of hourly wage
During 3 <sup>rd</sup> 12 months of employment	90% of hourly wage
After completion of 36 months	100% of hourly wage

## (f) Mechanic Certifications

A.S.E. Certified mechanics will receive a base hourly wage increase based on the level or levels of certification they obtain and maintain. This certification is available to the Shop Foreperson and Assistant Shop Foreperson, and Mechanics.

•	1 <sup>st</sup> Level: Diesel Engine Certification	5%
0	2 <sup>nd</sup> Level: Certified Master Technician T3,	
	T4, T5, T6 & T8	5%

The Shop Persons who perform the work of a Lube Preventive Maintenance Person will receive a maximum base hourly wage increase of 3% if they pass the T8 test.

### SECTION 6. GUARANTEED HOURS AND REASSIGNMENT

- (a) All regular employees shall be guaranteed eight (8) hours per day and forty (40) straight time hours of pay per week; provided such employees make themselves fully available for work; provided further, however, that such guarantees shall not apply to employees with less than one hundred twenty (120) calendar days of continuous service to the Employers.
- (b) Upon completion of an employee's assigned route in less than eight (8) hours, the employee must report to the garage before going home. Any employee who is reassigned to perform any additional work (except missed pickups) shall be paid time and one-half for all such additional work.

- (c) Any employee who, at the specific direction of the dispatcher, is assigned and performs work in a higher job classification shall receive the wage rate shown in Section 5 (above) for such higher classification for each day on which such work is assigned and performed.
- (d) No Helper/Driver shall be required or allowed to perform said duties unless he is specifically directed to do so by the company official in charge of Route Leadperson. Any Helper/Driver who is directed to perform said duties shall be paid Route Leadperson wages for the actual time spent performing said duties.

#### SECTION 7. HOURS OF WORK

#### (a) Straight Time Hours

Forty (40) hours of work shall constitute the maximum straight time work week, provided that this section shall not be construed as limiting the number of hours of work any employee may perform at overtime wage rates.

#### (b) Overtime

All work performed in excess of eight (8) hours in any work day shall be paid for at the overtime rate of one and one-half (1-1/2) time the straight time rate. All work performed after twelve (12) hours in one day shall be paid at the double time (2X) rate of pay.

#### (c) Saturday and Sunday Work

All work performed on Saturday shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight time rate, and any employees performing Saturday work shall be paid for not less than eight (8) hours.

All work performed on Sunday shall be paid for at the overtime rate of two (2) times the straight time rate and any employee performing Sunday work shall be paid for not less than eight (8) hours.

- (d) The regular work week shall be Monday through Friday, inclusive.
- (e) All shifts on Fridays that are required to perform Saturday work shall be scheduled after 6:00 p.m. and at the rate of Saturday rate of pay.

All shifts on Saturdays that are required to perform Sunday work shall be scheduled after 6:00 p.m. and at the rate of Sunday rate of pay.

All shifts on Sundays that are required to perform Monday work shall be scheduled after 6:00 p.m. and at the rate of Monday rate of pay.

(f) It is agreed that the Employers have the right to require employees to work overtime as needed and that employees may be held over after completion of their regular routes or shifts as needed. Call-out overtime (e.g. Saturday and Sunday overtime) shall be offered in

descending order of their seniority to employees who are qualified to perform the work required on the particular route. If the most senior qualified employee declines the offer, the overtime shall be offered to the next most senior qualified employee and so forth until the roster is exhausted; the least senior qualified employee shall be required to accept the call-out overtime assignment. In case of an emergency, the Employers shall have the right to depart from the foregoing seniority procedure and the employee designated to work the call-out overtime shall be required to perform the work. No employee will be allowed to work a double shift in violation of DOT policy.

(g) The Employers shall maintain seniority rosters of qualified employees and shall rotate overtime on a fair basis.

#### SECTION 8. PAID HOLIDAYS

(a) The following shall be paid holidays under the terms of this Agreement and all eligible regular employees shall receive eight (8) hours straight time pay for each of such holiday in addition to pay received for work performed during the course of such holidays.

New Year's Day Martin Luther King's Birthday President's Day Cinco de Mayo Memorial Day July 4<sup>th</sup> Employee's Birthday Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day

- The total pay for a holiday received by regular employees shall be eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the overtime rate of 2 times the straight time rate of pay for any holiday actually worked: provided such employees work the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday. If the employee works the holiday but does not work both the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday, they will receive eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the straight time rate. The employee shall be excused from the requirement of working the day before and/or the day after if, upon either such day, the employee is absent on a leave of absence approved in writing by the Operations Manager, or his substitute, excused by evidence of a doctor's note, on vacation, on another holiday, or on account of any work related illness or injury sustained on the job or off the job. In any event, the employee must present verification of illness or injury satisfactory to the Employers. Payments for holidays shall be in strict conformity with this subparagraph (b), and all past practices by which employees of either Employer have in the past received payments which vary from the provisions of this subparagraph (b) are hereby abolished.
- (c) With respect to all employees other than regulars, any employee who reports for work and is put to work more than ten (10) days in a calendar month shall be entitled to any paid holiday which occurs during that month.

- If an employee's birthday falls on a regular working day for that employee, the employee will be allowed to stay home as long as the Employer can cover the work with its existing complement of employees. Any employee who desires to take his birthday off shall so notify the dispatcher five (5) days prior to his birthday. In the event that more than one employee desires to take the same day off as his birthday and the dispatcher is unable to allow all such employees to take the day off, the employee(s) granted the day off shall be selected on the basis of Company seniority; and if the remaining employees still desire to take a day off in lieu of their birthday, the dispatcher and each such other employee will select a mutually acceptable alternative date. In that event, the alternate date shall be deemed to be the employee's birthday for purposes of payment. If the employee takes his birthday off; he shall be paid a total of 8 hours at the overtime rate of 2 times the straight time rate. If an employee works on his birthday (except that in the case where an alternative date is selected as set forth above, the alternate date shall be considered to be the birthday), he shall be paid in accordance with paragraph (b) of this Section. It is understood between the parties that all regular employees are entitled to eight (8) hours pay for each holiday whether the holiday is worked or not, provided they are still generally eligible for benefits.
- (e) If any of the above-mentioned holidays falls on Sunday, the following Monday shall be observed as a holiday; if any of the above-mentioned holidays falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls during an employee's vacation period, the employee shall be paid an additional day's pay.
- (f) Notwithstanding the foregoing, there shall be no pyramiding of pay for holiday work.
  - (g) All holiday work must be assigned by seniority.
- (h) All employees assigned to the City Can Routes shall perform their job on the holidays in that department as required.

#### SECTION 9. VACATIONS

- (a) All regular employees shall be entitled to a paid vacation following each year of continuous employment to be taken at a time agreeable to their Employers. They shall be entitled to paid vacations as follows: one (1) week after one (1) year of continuous employment; two (2) weeks after two (2) years of continuous employment; four (4) weeks after seven (7) years of continuous employment; five (5) weeks after twelve (12) years of continuous employment; six (6) weeks after twenty (20) years of continuous employment; seven (7) weeks after twenty-five (25) years of continuous employments; and eight (8) weeks after thirty (30) years of continuous employment. Time off as a result of an industrial injury shall be credited as time worked for purposes of this section.
  - (b) All vacations shall be subject to the qualifying requirements of the Company.
- (c) Employees shall be required during December of each year to sign up for their vacation dates for the coming year in accordance with the following procedures:

- (i) During the first week of December the Employers shall notify all employees that the vacation sign-up will occur during the last two (2) weeks in December, Employees may sign up for vacation through a written proxy. The employee's vacation will be recorded at the time he/she would normally sign per seniority. In the event that any weeks) are unavailable, the employee will be allowed to sign in person per part (iv).
- (ii) During the last two weeks in December, the Employers will assign a date for each employee to meet with the Dispatcher for the purpose of signing up for the employee's vacation preferences. The date for meeting with the Dispatcher shall be assigned on the basis of departmental seniority, with the employee in the department having the most Company seniority being given the opportunity to sign up first, and so forth;
- (iii) Any employee who fails to show up on the date assigned will be allowed to sign up for a later date, but will not be entitled to bump other employees who signed up timely. In such event, the Employers shall attempt to accommodate the employee's first choice of vacation dates, but the Employers retain the sole discretion to require the employee to choose from other available dates.
- (iv) The Employers guarantee that if an employee is sick or otherwise off work at the time he is supposed to sign up for his vacation, the Employers will allow the employee to sign up at the time such employee returns to work
- (v) An employee who has already signed up may change his prior choice of vacation dates, but only after consulting with his Employer and reaching a mutually satisfactory agreement. The Employers, insofar as is practicable, will grant employees vacation on the dates selected by the employees.
- It is also agreed that employees will have the option to work part of their vacations rather than take time off. This option is available for any weeks in excess of three (3) weeks that the employee has earned. If an employee desires to exercise said option, he must communicate his desire during the sign-up in December of the year preceding the vacation year. Once the employee has decided to cash out excess vacation, said vacation checks shall be issued during the month of February.
- (vi) In the administration of the provisions of these vacation scheduling procedures, there shall be absolutely no bumping of employees already signed up, regardless of seniority, unless agreed to by the employees involved in the individual change being requested.

### **VACATION SCHEDULE**

## GOLDEN GATE DISPOSAL & RECYCLING COMPANY EMPLOYEES GARBAGE ROUTE

January to middle of June - 10 per week Middle of June to middle of September - 10 per week Middle of September to end of the year - 10 per week

### **DEBRIS BOX DEPARTMENT**

January to middle of June - 3 per week Middle of June to middle of September - 4 per week Middle of September to end of the year - 3 per week

#### FRONT LOADERS

3 per week all year

#### SHOP DEPARTMENT

Mechanic/Truck Welder - 3 per week Shop Person - 2 per week

## SUNSET SCAVENGER COMPANY GARBAGE ROUTE

January to June 15th - 20 per week
June 15th to September 15th - 20 per week
September 15th to the end of the year - 20 per week

#### **DEBRIS BOX DEPARTMENT**

January to June 15th - 3 per week
June 15th to September 15th - 4 per week
September 15th to the end of the year - 3 per week

#### FRONT LOADERS

3 per week all year

#### SHOP DEPARTMENT

Mechanic/Truck Welder- 4 per week Shop Person - 2 per week

#### CART DEPARTMENT

2 per week

- (vii) In the event there is a conflict between a mechanic's vacation and his night shift obligations, the mechanic will try to arrange a voluntary switch with another mechanic. In the event that the switch cannot be done on a voluntary basis, the lowest mechanic on the Seniority List will be required to switch.
- (d) If upon termination, an employee has completed less than a full year of continuous service from his last anniversary, the employee shall be paid <u>pro rata</u> his accumulated vacation based on the number of months worked since his last anniversary.
- (e) No employee shall be allowed to take more than four (4) consecutive weeks of vacation, except that an employee who furnishes proof that he is going to go out of the country for his vacation and that he needs additional time off may request more than four (4) weeks. The additional time shall be granted upon satisfactory proof.
- (f) Vacation pay shall be computed and paid at the classification in which the employee worked the most hours in the preceding calendar year. This shall not apply where an employee has successfully "bid into" a new classification. In that instance, vacation pay shall be paid at the classification rate which the employee bid into.
- (g) All employees who retire pursuant to the Employers' pension plan during any month of the year shall be entitled to receive their full vacation pay in the event that such employee did not take their vacation-time allowance off during the same year.
- (h) No Employee shall be charged vacation (during any absence) day except when approved by the individual employee. This paragraph does not change the requirements/qualifications for vacation scheduling, use, and approval.
- (i) The Company commits to make sufficient slots available at Vacation Sign Up to allow all employees to sign up for all their vacation during the calendar year.

#### SECTION 10. SICK LEAVE

- (a) Each regular employee shall be entitled to take up to twelve (12) days paid sick leave per year. As used herein, the term year means a period from January 1 to January 1 during the life of this Agreement.
- (b) An employee shall be entitled to receive pay for a sick day commencing with the first day of each illness; provided, however, that he must furnish satisfactory medical verification of each said illness if requested. Any employee absent due to illness for only one day will not be requested to provide a medical certificate to be paid.
- (c) On the first payday following January 1, of each year each employee shall receive a day's pay for each unused day of sick leave. Said pay shall be at the wage rate which was in effect during the period in which the unused sick leave was accrued.
  - (d) There shall be no accumulation of sick leave from year to year.

(e) No Employee shall be charged a sick day (during any absence) except when approved by the individual employee. This paragraph does not change the requirements regarding the use of sick days.

#### SECTION 11. MAINTENANCE OF BENEFITS

- (a) If an employee is off work due to illness or injury on state disability, any benefit, except health and welfare insurance, due him or her under the Collective Bargaining Agreement shall be paid for a maximum of six (6) months. The contract provides disability insurance which begins after the employee has been disabled for one hundred eighty (180) days. Health and welfare benefits shall continue for a maximum of twelve (12) months. Any employee being paid under workers compensation laws are not subject to these limitations. Benefits to employees being paid under workers compensation laws shall terminate at the conclusion of the workers compensation proceeding. No employee shall suffer a reduction of his or her hourly wage by the implementation of this Collective Bargaining Agreement.
- (b) <u>Health and Welfare</u>. Effective on the first of the month following ratification of this Agreement, employees who work eighty (80) or more hours per month will receive the Recology Health, Life and Long-Term Disability Package. The Employers may modify said package from time to time, upon notice to the Union, but guarantees that the level of benefits included in the package will not be reduced during the term of the Agreement unless required by law. Further, during the term of this contract there will be no monthly employee premium contribution for the employee to participate in the Aetna EPO Plan, Aetna PPO Plan, Kaiser HMO Plan or HealthNet HMO.
  - (i) Effective July 1, 1997, the Kaiser HMO Plan and HealthNet will be changed so there will be no co-pay for doctor visits.
  - (ii) Effective January 1, 2007, the annual maximum for dental benefits in the dental indemnity plan will increase from \$3,500 to \$4,000.
  - (iii) Effective January 1, 2005, with the exception of Aetna, the maximum number of chiropractor visits in Kaiser will be forty (40) per year and HealthNet will be fifty (50) per year.
  - (iv) Effective January 1, 2007, the eyeglass frame allowance for the Aetna vision plan will be increased from \$100 to \$200.
    - a) Allowances in the other health plans are as follows:
      - (1) Kaiser eyewear allowance: \$200.
      - (2) HealthNet eyeglass frame allowance: \$100.
  - (v) Effective January 1, 2002, the lifetime orthodontic maximum in the dental indemnity plan will be increased from \$2,000 to \$2,500.

- (vi) This agreement supersedes the San Francisco Healthcare Accountability Ordinance and the San Francisco Healthcare Security Ordinance and the Union hereby waives any additional rights or benefits employees covered by this agreement may have under these laws if either or both were legally applicable or subject to waiver.
- (c) <u>Supplemental Payment.</u> The Employers shall pay \$75.00 per week to each employee who is off work on account of illness or injury; <u>provided, however</u>, that there shall be no payment for the first two (2) weeks of absence.
- (d) Retiree Health Plan. Effective January 2007 (December hours/January Contributions) the Employers shall participate in the Teamsters Benefit Trust (TBT) by contributing to the Retirement Security Plan ("RSP"), a retiree health plan, on behalf of each employee who has passed their probationary period and who works eighty (80) hours or more per month. The Employers shall submit the RSP monthly contribution rate as determined by the TBT Board of Trustees on behalf of all active members subject to this Agreement and shall pay a supplemental RSP monthly contribution as determined by the TBT Board of Trustees for purposes of making the RSP comparable to active employee coverage for Rule of 84 Retirements as described in paragraph (k) up to the retiree's 65th birthday. Said supplemental RSP premium shall not exceed 10% of the standard RSP GOLD premium through 12/31/15 and shall not exceed 12% of the standard RSP GOLD premium thereafter. The Employers shall maintain both the standard and supplemental components of the RSP benefit for the duration of this Agreement.

For purposes of their participation in the RSP the Employers hereby adopt the TBT Agreement and Declaration of Trust and agree to accept the TBT Subscriber's agreement providing for participation in the RSP.

(e) Pension Plan. The Employers shall continue to maintain a pension plan for all eligible employees. The designation of the plan for employees hired prior to January 1, 1989 and employed by Golden Gate Disposal Company is the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN. The designation of the plan for employees hired prior to January 1, 1989 and employed by Sunset Scavenger Company was the ENVIROCAL, INC.—RETIREMENT PLAN. The ENVIROCAL, INC. RETIREMENT PLAN was merged with and into the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN and remains a separate benefit structure under that plan. Employees hired by either Company on and after January 1, 1989 shall be participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN, and not in the other plans mentioned above. The current trustee of the pension plan is Prudential Bank and Trust Company, FSB, and the Employers may change trustees at any time.

The earnings upon which pension benefits under each plans shall be determined, shall be those earnings defined in each plan.

(f) For eligible employees who retire under the terms of the pension plan on or after January 1, 2000, the multiplier in the RECOLOGY—DEFINED BENEFIT PENSION PLAN shall be 1.6% and the multiplier in the ENVIROCAL benefit structure under the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN shall be 1.75%. These multipliers for eligible

employees will be used for all years of Benefit Service. Effective January 1, 2001, employees who are participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN who are represented by Teamsters Local No. 350 and who accrue the RECOLOGY benefit will have their retirement benefits calculated using a maximum Benefit Service of 40 years, and their maximum benefit will be \$4,166.67 per month. Plan Compensation does not include any compensation earned after 40 years of Benefit Service. Participants who accrue the ENVIROCAL benefit will continue to have their retirement benefits calculated using a maximum Benefit Service of 40 years, their maximum benefit will be \$4,166.67 per month, and Plan Compensation does not include any compensation earned after 40 years of Benefit Service.

- Starting with the Pension Plan Year beginning 10/01/2012, and for the term of (g) any successor agreement(s), Recology Inc. will increase its annual contribution to the Recology Defined Benefit Pension Plan so that (by generally accepted actuarial standards) the plan is projected to be funded at 90% no later than September 30, 2016. "90% funded" for this purpose shall be measured by taking the market value of plan assets and dividing by the actuarially determined accumulated benefit obligation (ABO) on the Company's pension plan disclosure at the end of the prior plan year. In order to obtain this 90% funded status, the Employers agree to make an average annual contribution of \$18 million until the 90% funded status is reached. In addition to the annual average contribution of \$18 million an additional average contribution of \$7 million will be made each plan year (for a total average contribution of \$25 million per plan year over the term of this Agreement), or such lower amount to bring the funded status up to 90%, but the total contribution for the plan year shall not exceed the maximum deductible under the Internal Revenue Code. "Average" for purposes of the Employers' funding obligation is not intended to (1) change the Employers' overall funding obligation but to recognize that the Employers may contribute more than \$25 million in one year and less than \$25 million in another; or (2) allow the Employers to backload this funding obligation on the later years of this agreement. As long as the Plan is at the 90% funded level as described above, no contributions in excess of ERISA minimum contributions will be required by this Agreement.
- (h) In addition to the 90% funding obligation described in the preceding paragraph, effective October 1, 2015 the funded percentage of the Recology Defined Benefit Plan shall be no less than 80% as defined by the Adjusted Funding Target Attainment Percentage as that term is defined by the Pension Protection Act of 2006. At the conclusion of each plan year, the Employers shall allow an independent actuary to review information and data actuarially necessary to determine the Plan's funded status. Such review shall be performed by Milliman USA (or such other qualified actuary designated by the Union).
- (i) The Union may designate one individual to be appointed by the Recology Board of Directors to the Recology Pension Committee. Such individual must be competent in pension matters, be willing to carry out the fiduciary duties under ERISA, and be approved and appointed by the Recology Board of Directors.
- (j) The parties acknowledge that, (a) although this Agreement applies to Recology subsidiaries Golden Gate Disposal and Sunset Scavenger, the funding obligations described in this paragraph (g) are assumed by parent corporation Recology, Inc., and (b) these funding obligations are intended to reach the targeted funded percentages listed for purposes of the

Recology Defined Benefit Plan in its entirety, not simply the Golden Gate Disposal and Sunset Scavenger benefit structures within that Plan.

(k) Rule of 84 Retirement. Effective January 1, 1998, when an Employee reaches the age of fifty-four (54), and the Employee's age when combined with the total years of contributory service exceeds eighty-four (84), the Employee shall meet the age and contributory service requirements to retire with one hundred percent (100%) of the pension benefits. Employees who choose to exercise this early retirement option after September 2012, shall not be eligible to participate in the Employer's health plan but shall instead be eligible to participate in the Teamsters Benefit Trust's RSP and Supplemental Retirement Security Plan, referenced above, according to the eligibility requirements of that plan (with the exception of those former Envirocal Noteholders, who are entitled to coverage under the Employer's plan by separate contractual undertaking).

It is understood between the Parties that employees who choose to retire prior to October 2012 as Rule of 84 Retirees shall continue to participate both in the Employer's health plan up to age 65 and TBT's RSP plan.

#### SECTION 12. FUNERAL LEAVE

Each employee shall be entitled to receive up to eight (8) days' paid funeral leave (or nine (9) days if the employee is required to travel outside of the State of California) on each occasion of the death of a grandparent, grandchild, mother, father, grand-parent-in-law, mother-in-law, father-in-law, sister, brother, spouse or child. The Employers agree that once the employee satisfies his Employer, with proof of death, the funeral leave will automatically be paid without delay.

#### SECTION 13. UNIFORMS AND EQUIPMENT

(a) <u>Packing Can</u>: It is understood that most rubbish collection employees employed by Golden Gate Disposal Company do not utilize packing cans. Should the need arise on any route, Golden Gate Disposal Company agrees to supply an appropriate packing

Sunset Scavenger Company shall supply and maintain, within each twelve-month period, one standard packing can, 24 inches in diameter, with wheels, carrying handle and dumping handle, for each employee who is required to use one on the route.

Each employee of the Employers to whom a can is furnished is responsible for any damage to it which is the result of the negligence of the employee. In the event a can is lost or damaged beyond repair, the can must be replaced by the employee at his own expense. Before a replacement can is issued, the employee seeking a replacement at the end of the twelve-month period must turn in his old can.

(b) Rain Gear: The Employers shall furnish each contract year, at Company expense, rain gear when required for route employees, not to exceed one set every year. In the event the rain gear is lost or damaged beyond repair before the expiration of the one-year period, the employee must replace it at his own expense.

The Employers will maintain an adequate number of sets of rain gear in the shop for use as needed by shop personnel.

- (c) <u>Uniforms</u>: The Employers will furnish to each regular employee, including shop, five (5) sets of uniforms in February of each year. The Employers shall also furnish for use by shop personnel an adequate supply of coveralls. All employees working outside the facility must have their high visibility vests as the outermost garment.
- (d) <u>Work Boots</u>: Employers agree during January of each year during the term of this Agreement to pay each regular employee \$200.00 to be used for the purpose of purchasing work boots. Work boots shall be substantial in quality and of the type customarily worn by garbage collectors and shall be in reasonably good condition. Employees will not be allowed to wear excessively worn boots or unsafe footgear.
- (e) <u>Safety Equipment</u>: The Employers shall maintain for use as required by shop personnel an adequate supply of safety equipment such as welding masks, hard hats, dust filters and such other devices as may be required by law or regulation. Safety bonus that were paid separately in prior contracts are now computed in the hourly wage as set forth in Section 5.
- (f) <u>Hand Tools and Insurance</u>: Shop personnel must provide all their own hand tools. The Employers agree to provide adequate insurance to compensate shop personnel for losses as the result of theft or other casualty. Such compensation shall be by replacement of the tool and not by cash.
- (g) Gloves: The Employers will furnish fifteen (15) pairs of working gloves per year to route employees.
- (h) No Cash Allowance: Except as provided in subparagraph (d), above, there shall be no cash allowance given to any employee in lieu of the receipt by him of any of the items provided for in this Section 13.
- (i) Employees are required to wear their uniforms and work shoes at all times during working hours. Any employee who violates this requirement shall be sent home without pay and shall receive a warning letter.

#### SECTION 14. NO STRIKES OR LOCKOUTS

It is agreed that there shall not be any stoppage of work either by strike or lockout by the Union or the Employers during the life of this Agreement. It shall not be deemed a violation of this Agreement or cause for discharge for any employee to honor any picket line authorized by the Joint Council of Teamsters having jurisdiction in the territory where the picket line is in effect, and no employee shall be discharged or discriminated against for Union activities or upholding Union principles.

#### SECTION 15. DISCHARGES AND SUSPENSIONS

(a) Employees shall be subject to discharge for dishonesty, intoxication, willful insubordination, recklessly negligent performance of duties, competing with Employers, without

prior warning or notice. Discipline for other matters such as, but not limited to, habitual tardiness, failure to report for work, neglect of duty, and violation of published company rules and regulations shall require a written warning to the employee and any similar offenses occurring after two prior warnings and within six (6) months of the last warning shall be grounds for discharge. Discipline for absenteeism and tardiness shall be tracked separately from other offenses for purposes of discipline. All warning letters may not be used for disciplinary action if said warning letter is more than six (6) months old. Copies of all warnings must be sent to the Union.

- (b) Any suspension for more than five (5) days is governed by the same procedure as that required for discharges. A suspension of five (5) days or less may be given without notice but shall not be given without just cause. A notice of suspension of less than five (5) days shall be sent to the Union and shall constitute a written warning within the meaning of subsection (a) hereof.
- (c) Probationary employees are subject to discharge for any reason deemed sufficient in the sole discretion of the Employers.

#### SECTION 16. SETTLEMENT OF DISPUTES

- (a) <u>Disputes</u>: In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any section of this Agreement, or the terms or provisions of written agreements supplementary to this Agreement, the matter in dispute in all its particulars shall be set forth in writing by the complaining party and served upon the other. If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice, or within such extended time as may be agreed upon, the dispute shall be referred to the Federal Mediation and Conciliation Service. No change in this Agreement, or interpretations resulting from a Federal Mediation and Conciliation Service or arbitration proceeding hereunder, will be recognized unless agreed to by the Employers and the Union.
- (b) <u>FMCS</u>: If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice or within such extended time as may be agreed upon, the dispute may be referred to the Federal Mediation and Conciliation Service (FMCS) in accordance with subsection (b) hereof. Written notices given under this provision may be transmitted by telefacsimile (fax). If the United States Postal Service is used for notice, the postmarked date will be the date upon which service is effective.
- (c) <u>Arbitration</u>: In the event that a resolution of a dispute regarding the interpretation or enforcement of any of the sections of this Agreement, or the terms or provisions of written agreements supplementary hereto, is not reached at the FMCS step, the dispute shall, upon the request either of the Union or the Employers, be submitted to a neutral arbitrator mutually selected and agreed upon, whose decision shall be final and binding.
- (d) <u>Selection of Arbitrator</u>: Unless the parties can otherwise agree upon an arbitrator, a list of arbitrators shall be requested from the Washington, D.C. Office of the Federal Mediation and Conciliation Service. After a toss of a coin to decide which party shall move first, the Employers' representative and the Union representative shall alternatively strike one name from

the list until one name remains and such person shall be the arbitrator for the determination of the case. The next to the last name stricken shall be the alternate arbitrator, and so on. The arbitrator shall have no right, power or authority to add to, subtract from, alter, amend or change any term or provision of this Agreement. Discovery procedures as permitted under California Law are permissible.

- (e) <u>Cost of Arbitration</u>: Each party shall bear its own expense in presenting the case to the arbitrator. The expense of the arbitrator and of the reporter, if any, shall be divided between the parties hereto. The Employers agree to pay a sum equal to but not greater than one-half of said expense, and the Union agrees to pay a sum equal to but not greater than one-half of said expense. Each side shall bear its own expense of producing witnesses, experts, interpreters and the like.
- (f) No Interruption of Work: There shall be no interruption of work during the settlement of a dispute.

#### SECTION 17. CHECK-OFF SYSTEM AND CREDIT UNION

- (a) The Employers agree to recognize all written authorizations from Union members authorizing the deductions for their compensation of all uniformly required dues for the period of authorization which, in any event, shall be irrevocable for a period of one year. The Employers do not agree to deduct initiation fees, assessments or other exactions imposed by the Union unless the expense to the Company is paid by the Union. All deductions made pursuant to this Agreement shall be deducted from the employee's second payroll check of the month and shall be transmitted to the office of the Union by the twenty-eighth (28th) day of the same month. In the event the amount of said deductions is not transmitted to the office of the Union by the 28th day of any month for some reason beyond the Employers' control (for example, the fact that a particular pay period ends on or close to the 28th day), the Employers shall have a reasonable time within which to make said remittance. In no event shall the Employers' failure to make timely remittance be deemed by the Union, for any purpose whatever, to be a default in the timely payment of dues by any Union member.
- (b) The Employers shall make credit union deductions from employee paychecks and transmit the amounts deducted to the employee's credit union upon receipt of authorization and designation duly executed by the employee; provided, however, that the deduction so authorized is a fixed sum each payday and the amount is not changed by the employee more frequently than once a year.
- (c) DRIVE Deduction: (Upon ratification) the Employers agree to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employers of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly/bi-weekly basis for weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

Employers shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf

a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employers annually for the Employers' actual cost for the expenses incurred in administering the payroll deduction.

#### SECTION 18. PAST PRACTICES

- (a) The parties agree that during the term of this Collective Bargaining Agreement, all past practices shall continue provided they are consistent, well-defined and have been repeatedly followed by both parties, over a reasonable period of time without objection. Both parties agree that during the term of this contract to meet as often as needed to list all past practices that currently exist.
- (b) No past practice which may subsequently be determined to constitute a discriminatory employment practice shall be maintained; provided further, that should any provision of this Agreement or any practice maintained in effect pursuant to this Agreement be required to be terminated, modified or amended in any way by an order of any court of competent jurisdiction, the parties hereto agree that they will forthwith make whatever changes, modifications or amendments as required to be made to this Agreement or said practice by the order of said court.

#### SECTION 19. CASUAL AND EXTRA EMPLOYEES

- (a) The parties recognize that the Employers have a need for casual and/or extra employees to replace employees who are sick, on vacation or who for other reasons do not report for work. Accordingly, the Employers shall establish a pool of persons who are available for such work. A list of such individuals shall be maintained by the Employers, arranged sequentially in accordance with their first day of work, and shall be updated as needed for accuracy.
- (b) Available extra work, including vacation relief, shall be assigned by seniority from the list of casuals in the order that such casuals appear on the list. When a casual completes the assignment, he shall be returned to his place on the casual list for further work assignment.
- (c) The Employers shall have the right to eliminate names from the casual list on the basis of unreliability, poor work performance, or for other legitimate reasons. The grievance procedures of this Agreement shall not be available to casuals because they have been eliminated from the list, except as provided in paragraph (d) below.
- (d) New registrants on the casual list shall be considered on probation, and shall not acquire seniority until they have completed one hundred twenty (120) calendar days. Upon achieving seniority, a casual shall be entitled to use the grievance procedures of the Agreement. The Guaranteed Hours provision of the Agreement shall not be applicable to casuals or extra employees.
- (e) Casuals shall not be used in the manner that deprives regular employees of reassignments under Section 6(b) of this Agreement.

- (f) Casual employees who have acquired seniority shall accrue vacation pay and sick leave on a pro-rata basis, and those who work at least 80 hours or more in a month will also be eligible for Recology Health and Welfare benefits. Casual employees shall receive the same benefits as regular employees after two years of employment as a casual.
- (g) Vacancies in regular employment shall be filled from casuals who have achieved seniority, in the order that their names appear on the casual list. In the event of layoff of regular employees, they shall have the right to be included at the top of the casual List, in accordance with their seniority. Their recall rights under this Agreement shall remain intact while performing work as casuals. Such laid off regular employees shall receive the full contractual rate of pay while working off the casual list.

#### SECTION 20. STARTING TIME

- (a) Changing of established starting times shall be at the discretion of the Employers, with notice of any such change posted on the bulletin board at least 24 hours in advance. Said posting requirement applies only to general changes in shift starting times and does not apply to changes in individual starting times which may from time to time be required.
- (b) It is understood that all routes that ordinarily leave the garage before 6:00 a.m. are considered to be night routes. All routes which ordinarily leave the garage at or after 6:00 a.m. are morning routes.

#### SECTION 21. COFFEE BREAKS

All employees shall each day be entitled to take two (2) paid coffee breaks of fifteen (15) minutes each. An unpaid lunch break of thirty (30) minutes at as near to mid-shift as possible is also permitted.

#### SECTION 22. SENIORITY AND LAYOFFS

- (a) Separate Seniority: It is understood and agreed that the seniority provisions of this Agreement shall apply separately to Golden Gate Disposal Company and to Sunset Scavenger Company. It is further understood that said seniority provisions shall also apply separately to the Shop Departments and the Garbage Collection Departments of each Employer and to the Curbside Recycling Program Department at Sunset Scavenger Company and that said departments shall be considered as distinct entities for purposes of the application of these provisions.
- (b) Attainment of Seniority: Seniority shall not apply to an employee until he shall have been employed for one hundred twenty (120) calendar days. Upon attainment of seniority, an individual shall be considered a regular employee.
- (c) Application of Seniority: In the reduction of forces due to the slackness of work, the last employee hired shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided, however, that seniority shall be broken, and there shall be no re-hire right, after an employee has been on layoff for a period of six (6) consecutive months due to lack of work.

- (d) <u>Seniority List</u>: The Employers shall maintain master seniority lists of all employees covered by this Agreement and provide the Union with a copy.
- (e) The Employers shall not lay off any seniority employee without proper justification.
- (f) <u>Re-Hire Procedure</u>: In the event of a layoff, an employee so laid off shall be restored to duty according to seniority.
- (g) <u>Filling All Positions</u>: Seniority shall be adhered to in filling positions under this Agreement. Employees working other classifications under the jurisdiction of this Agreement shall be given reasonable trial of up to one week on the basis of seniority to qualify for and accept such positions. Upon request by the employee, the Company shall grant the employee an additional week of training for an accepted position. Employee may only try and reject one route in a twelve month period. Employee may bid on an additional route but must accept the route without the trial period. Training will be provided on the accepted route.
- (h) <u>Vacancies</u>: All jobs and classifications will be subject to a direct bid. Wherever a permanent vacancy occurs, it shall be posted for a period of ten (10) working days, during which interested employees shall be entitled to bid on the vacancy. At the conclusion of the posting period, the Employers shall award the position to the most qualified bidder with the greatest seniority. The Employers shall establish a separate telephone system that provides up to date voice mail that provides route openings/vacancies. Any employee who is absent during these postings/vacancies shall notify the Company of their interest by contacting the Company immediately. Any employee who is absent during the awarding of the new vacancy shall be notified by the Company of their turn to accept/reject such vacancy, and they will be required to give their decision on the vacancy in a timely manner.

The Company shall post all vacancies at all time clock locations within two (2) weeks after such openings become available.

All future vacancies in commercial route positions such as front-end loader drivers, debris-box drivers and any other classifications in the commercial department shall be posted on the bulletin board to allow all employees qualified to bid for such vacancies.

Any employee who successfully bids for and is assigned to fill any vacancy shall not be eligible to bid on another vacancy for one year after he/she is so assigned, except that this limitation shall not prevent an employee from bidding on a vacancy in a higher classification.

(i) <u>Temporary Vacancies</u>: All temporary openings shall be awarded by seniority within the Floater Pool, defined as regular employees that do not have an assigned route, and with refusal rights by each employee. If no employee accepts the assignment, the Company shall appoint the least senior employee in the Floating Pool. Such temporary openings shall be posted within (1) week of the job opening, and shall be awarded in accordance with Section 22 of the CBA. The definition of a temporary vacancy is when an employee is off of work due to illness, injury, approved leave, or any absence of three (3) weeks or more. Any driver within the Floater Pool who selects or is assigned such a route shall remain in this position until the regular employee returns. The driver shall be returned to the Floater Pool in accordance with his/her

seniority upon completion of such an assignment. Such an employee may bid on permanent vacancies during this period.

(j) <u>Job Seniority in Reassignment</u>: Twenty (20) working days in a thirty (30) day period will establish seniority in a classification, except that employees assigned to cover temporary assignments such as vacation relief or temporary leaves of absence shall not acquire seniority in the classification to which they are temporarily assigned, no matter how long a period the assignment covers. An employee does not gain seniority in a classification except in the situation where the employee has been permanently assigned as the result of a permanent bid.

When an employee, at his own request, is placed in a lower paid classification, he shall be paid at the rate of the lower classification In the event the Employers have to cut down on any of the operations, they will have the right to reassign any employee to a lower classification without being obligated to pay the higher rate of pay. Seniority will be observed in such reassignment.

- (k) Reduction in force protection: No employee employed under this agreement on the date of ratification will be laid off or removed from the bargaining unit as a result of a reduction in force through December 31, 2016; provided, however, that this paragraph shall not apply in the event of a reduction in force caused by an act of God, terrorist action, loss of any City contract, or a successful challenge to the 1932 Initiative Ordinance. Such losses shall be verified.
- (I) Removal of routes: In the event that route reductions are implemented, the seniority of the employee(s) on the removed route(s) will be compared to the remaining employees in that classification with a steady route(s). The senior displaced employee(s) has the option to assume the Route(s) of the least senior employee(s) in that classification. If the senior employee(s) exercise his/her option then, the least senior employee(s) within the affected classification with the steady route will be moved to the floater department in accordance with his/her seniority. The more senior employee(s) from the displaced route(s) will then be allowed to assume those route(s). The change of status form will indicate the effective change date of transfer. Additionally, if the senior employee(s) does not exercise his/her option to assume the least senior employee's route then he/she will be assigned to the floater department. Any option to assume an existing route under this provision is limited to those displaced employees without any trial period (except for directions) as time is of the essence to minimize customer disruption.

#### SECTION 23. DESCRIPTIONS

- 1. <u>Helper/Driver</u>: The second man on rear loader routes. Shuttles garbage collection truck from house to house and collects garbage and refuse; washes truck inside and outside.
- 2. <u>Shop Person</u>: Performs all duties in the shop assigned to him or her by a supervisor or a leadperson. The duties shall include, but not be limited to, those performed by Parts Room Persons, Lube/Preventive Maintenance Persons, Tirepersons and Container Shop Persons.

- 3. <u>Mechanic/Truck Welder</u>: Performs all mechanical, truck welding and truck painting duties necessary for fleet maintenance, as assigned to him by a supervisor or leadperson in the shop.
- 4. <u>Commercial Driver</u>: Drives drop-box, front-end loader, long-haul equipment, bin-truck, from city routes to transfer station and in the case of long haul equipment, from transfer station to disposal site. Responsible for truck and route; and drives truck to and from the dump.
- 5. <u>Route Leadperson/Fantastic 3</u>: Maintains route services, customer relations and principal revenue collections and rate adjustments. Has to also be able, when situation requires, to perform physical work on the route such as driving truck or collecting refuse. Responsible for truck and route; and drives truck to and from the dump.
- 6. <u>Shop Foreperson</u>: The Shop Foreperson is responsible for the repairs to all the equipment; is directly in charge of the Shop Employees and oversees the purchase of parts.
- 7. <u>Assistant Shop Foreman</u>: The Assistant Foreperson helps the Foreperson in his daily duties and takes over for him in his absence.
- 8. Recycling Collector: All Recycling Collectors must possess a California Class A or B Commercial drivers license; are required to drive a specialized 30-foot recycling collection vehicle assigned by the Company; collect all recyclable materials either placed at the curb, in an apartment house or combination of the two on an assigned route as established by management and the City and County of San Francisco; are responsible for accurate documentation of general route information including participation rates, route conditions and vehicle data as prescribed by management; other duties as required. Responsible for truck and route; and drives truck to and from the dump.

#### SECTION 24. JURY DUTY

Any employee scheduled and who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

#### SECTION 25. EXTRA CONTRACT AGREEMENTS

The Employers agree not to enter into any agreement or contract with their employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

#### SECTION 26. SUBSTANCE ABUSE

The Employer's Substance Abuse Policy provides that employees who test positive pursuant to Department of Transportation guidelines shall receive a one (1) month suspension and, upon execution of a Return to Work Agreement, be reinstated to their position without loss of seniority. In the event the employee needs additional time, the Employer agrees to allow all employees to complete their rehabilitation program up to three months, as directed by the treating physician and/or counselor without loss of seniority.

During the period that the person is suspended, the Employer will pay for COBRA (medical, dental, EAP) coverage provided that the employee has elected to accept COBRA coverage within the required time period.

### SECTION 27. DRIVER LICENSES

- (a) All employees must be in possession of a valid California Drivers License of the proper class needed to perform the employee's job duties.
- (b) All employees who lose their license for a non-medical reason shall be suspended until such time as the employee obtains a current Drivers License. During this lay-off, the employee may use any accrued but unused vacation time. If the employee is unable to obtain a license within thirteen (13) months of the suspension, the employee shall be discharged. The employee shall be responsible for paying the COBRA premium for his/her health benefits after the first (6) months.
- (c) Employees who lose their license due to a medical condition will use their best efforts to have the license reinstated. The Employers agree to make all reasonable accommodations, as defined by law, for the employee to continue to work. Any employee working without a license on the effective date of this Agreement shall continue in that capacity, provided the employee makes best efforts to become licensed.
- (d) The employees agree to be in compliance with any and all regulations of the U.S. Department of Transportation, California Highway Patrol, and California Department of Transportation regarding hours of work, medical conditions, and required license.

#### SECTION 28. EMPLOYEE LOYALTY

During the employee's employment, the employee shall not engage in competition with the Employers as a sole proprietor, partnership, employee, agent or through any other means. Salvaging while on duty or at Employers' facility or customers of Employers' facility is forbidden. Any employee competing with the Employers is subject to immediate discharge. Competition includes collecting recyclables which have been packaged or left for pick-up for the Employer.

## SECTION 29. TRANSFER OF EMPLOYMENT WITHIN THE RECOLOGY CORPORATION/COMPANY

Starting January 1, 2012, any employee represented by Teamsters Local No. 350 who transfers, from a San Francisco Recology company to another San Francisco Recology company shall maintain his/her seniority for all benefits and start at the top rate of the hourly rate involved. For any employee represented by Teamsters Local No. 350 who transfers from a Recology company outside of San Francisco to a San Francisco Recology company, Employer shall waive the new hire addendum and the employee will start at 100% of the hourly wage involved.

The pension benefits will be the plan in effect at the company the employee transfers into. As of the date of such transfer, if the transfer involves moving from one pension

plan to another or from one benefit structure under the Recology Pension Plan to another benefit structure under the Recology Pension Plan, the employee's pension benefit accrued while employed by the employee's former employer shall be frozen, and future pension benefit will be determined in accordance with the terms of the plan maintained by the company to which the employee has been transferred.

#### SECTION 30. SUPPLEMENTAL INCOME 401(K)

Effective October 2005 the Employers agree to recognize all written authorizations from the union members covered by this agreement authorizing deductions from their compensation for contributions to a Supplemental Income 401(k). This Plan will be administered by New York Life at no cost to the Employers. The parties recognize that due to the need to make administrative and payroll changes in order to participate in this Plan, actual participation may be delayed for a reasonable period of time to allow the administrative and payroll changes to be made. Employees covered by this agreement and hired after October 1, 2005, will be eligible to participate on October 1st or April 1st whichever comes first following the first 1000 hours of service. If an employee is hired after October 1, 2005, and has previously participated in the Teamster Supplemental Income 401(k) Plan, their entry is immediate. The participation in the Plan will be on a voluntary basis, without cost to or matching from the Employers.

### SECTION 31. LEAVE OF ABSENCE

- Section 1. In all cases where an unpaid leave of absence is granted by the Employer to an employee, it shall be in writing and the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence in cases where such leave of absence exceeds two (2) weeks.
- Section 2. In the event the leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Any employee who overstays or does not return will be considered to have quit his employment. If rehired by the Company, such individual shall be considered a new employee.
- Section 3. Such leaves of absence as granted by the Employer shall be without pay and Employer shall be under no obligation to the employee except to return him to work at the expiration of such leave in accordance with the employee's seniority.
- Section 4. Effective January 1, 2012, employees who have been employed for more than one (1) year may take up to five (5) days per calendar year of unpaid personal days provided the Employer has been given twenty-four (24) hours notice and the employee has received supervisor approval, supervisor approval shall not be unreasonably withheld.

### SECTION 32. TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2012, and shall remain in full force and effect to and including December 31, 2016. Thereafter, it shall renew itself for yearly terms beginning with January 1st of each year unless written notice is received by either party from the other party not less than sixty (60) days but not more than ninety (90) days prior to

December 31, 2016, or December 31st of any subsequent year that it is desired to terminate, modify, change or amend the Agreement. Notwithstanding the foregoing, the parties hereby agree to commence negotiations on June 1, 2016 for a successor agreement to be effective as of January 1, 2017.

During said negotiations, both parties are free to make any proposals on mandatory subjects of bargaining, including but not limited to, seniority; vacation; holiday; hourly wages; lump sum payments; cost of living adjustments; health insurance; dental insurance; and pension.

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice, the remaining parts or provisions shall remain in full force and effect.

•	•		
Dated:	3	11.	12

FOR UNION:

FOR EMPLOYERS:

SANITARY TRUCK DRIVERS HELPERS UNION LOCAL

RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET

SCAVENGER COMPAN

By:

Robert Morales Secretary-Treasurer John Legnitto

Vice President and Group General

31562481v10

### Appendix A

## SIDE LETTER RE PAYMENT OF PENSION COMMITTEE REPRESENTATIVE (Section 11(j).

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows

Regarding the individual designated by the Union and appointed by the Recology Board of Directors to the Recology Pension Committee (See Section 11(j)), if the designee is not a Recology employee, subject to confirmation that such payments can be lawfully made, the Employers shall compensate the Union designee for attendance at meetings of the Recology Pension Committee and preparation time at the amount paid to non-employee members of that Committee (currently \$1000 per meeting). This payment is limited to non-employees only. Employee Union designees shall receive no compensation for their service on the Recology Pension Committee.

Dated: 5-11-12	
FOR UNION:	FOR EMPLOYERS:
SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350	RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY
By:  Robert Morales Secretary-Treasurer	By: John Legnitto Vice President and Group General Manager

## Appendix B

#### SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows:

Upon ratification, all warning letters shall be removed from all employee files (this paragraph does not affect any prior suspensions or terminations or any agreement arising out of prior suspensions or terminations).

FOR EMPLOYERS:
RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY
By: John Legnitto Vice President and Group General Manager

### Appendix C

#### SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

All employees on the payroll as of the date of ratification of this 2012-16 collective bargaining agreement shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00)

All employees on the payroll on January 1, 2015 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

All employees on the payroll on January 1, 2016 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

Dated:	
FOR UNION:	EOR EMPLOYERS:
By:  Robert Morales Secretary-Treasurer	RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER-COMPANY  By:  John Legnitto Vice President and Group General Manager

## Attachment 11

Summary Tables of Basic Hourly Rates and Fringe Benefits from Collective Bargaining Agreements Provided in Attachments 5-10

#### **Summary of Attachment 5: Janitorial Services**

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between the San Francisco Maintenance Contractors Association and Service Employees International Union, Building Service
Employees Union, Local 1877 Division 87 (Attachment 6). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to Attachment 5 for complete information on wages and fringe benefits.

	EMPLOYER PAYMENTS STE														HT-T	IME			OVERTIME							
Craft (Journey Level)		Hourly ate	н	lealth and Welfare	ь	ension	ם	Vacation (2 wk after 1 wk after 5 yrs after 12 yr	yr., 3 , 4 wk	F (1)	olidays 0 / year)	G (6	ck Days 5 / year ccrued)	Hours	Н	190 1440	Hourl	y Rate	Ξ		1.5 X	G			2x	
Number of hours	r of hours worked for any employer in the industry since June 1, 1983																									
0-1950	A \$	13.315	В	\$1,068.12 / month	С	\$ 1.7	)5	n/a		\$	0.512	\$	0.307	7.50	н	\$	15.84	+ Monthly	T	\$ 22.50	+ Monthly	Н	\$	29.15	+ Monthly	
1951-3900	A \$	15.450	В	\$1,068.12 / month	Ç	\$ 1.7	)5	\$	0.594	\$	0.594	\$	0.357	. 7.50	Н	\$	18.70	Health Trust	Н	\$ 26.43	Health Trust	Н	\$	34.15	Health Trust	
3901-4850	A \$	17.455	В	\$1,333.85 / month	С	\$ 1.7	)5	\$	0.671	\$	0.671	\$	0.403	7.50	Н	\$	20.91	Fund	Н	\$ 29.63	Fund	Н	\$	38.36	Fund payment	
Over 4850	A \$	19.450	В	\$1,333.85 / month	С	\$ 1.7	)5 E	\$	1.122	\$	0.748	\$	0.449	7.50	Н, І	ı \$	23.47	payment	Н, І	\$ 33.20	• payment	H, I	\$	42.92	' '	

#### Forepersons with 10 or fewer employees

Number of hours worked for any employer in the industry since June 1, 1983

0-1950	A	\$ 13.815	В	\$1,068.12 / month	С	\$ 1.705		n/a	\$	0.531	\$ 0.319	7.50	Τ	\$	16.37	+ Monthly	Н	\$ 23.28	+ Monthly	Н	\$ 30.19	
1951-3900	Α	\$ 15.950	В	\$1,068.12 / month	С	\$ 1.705	\$	0.613	\$	0.613	\$ 0.368	7.50	Ι	\$	19.25	Health Trust	Н	\$ 27.23	Health Trust	Н	\$ 35,20	+ Monthly
3901-4850	Α	\$ 17.955	В	\$1,333.85 / month	С	\$ 1.705	\$	0.691	\$	0.691	\$ 0.414	7.50	Ι	\$	21.46	Fund	Н	\$ 30.43	Fund	Н	\$ 39.41	Health Trust
Over 4850	Α	\$ 19.950	В	\$1,333.85 / month	С	\$ 1.705	E \$	1.151	. \$	0.767	\$ 0.460	7.50	Н,	۱ \$	24.03	payment	H, I	\$ 34.01	payment	Н, І	\$ 43.98	- Fund payment

#### Forepersons with more than 10 employees

Number of hours worked for any employer in the industry since June 1, 1983

0-1950	A \$	14.065	В	\$1,068.12 / month	С	\$ 1.705		n/a	\$ 0.541	\$ 0,325	7.50	Н	\$	16.64	+ Monthly	Н	\$ 23.	37 + Monthly	н_	\$ 30.70	
1951-3900	A \$	16.200	В	\$1,068.12 / month	O	\$ 1.705	\$	0.623	\$ 0.623	\$ 0.374	7.50	Н	\$	19.53	Health Trust	Н	\$ 27.	33 Health Trus	Н	\$ 35.73	+ Monthly Health Trust
3901-4850	A \$	18.205	В	\$1,333.85 / month	С	\$ 1.705	\$	0.700	\$ 0.700	\$ 0.420	7.50	Н	\$	21.73	Fund	Н	\$ 30.	33 Fund	Н	\$ 39.94	
Over 4850	A \$	20,200	В	\$1,333.85 / month	С	\$ 1.705	E \$	1.165	\$ 0.777	\$ 0.466	7.50	Н,	1 \$	24.31	payment	Н, І	\$ 34.	payment	Н, І	\$ 44.51	- Fund payment

#### Footnotes

- A. There shall be a twenty cent an hour premium for those employees working in the classifications and performing the duties of carpet and rug cleaning. See Section 8 of the Agreement for details,
- B. The Health and Welfare amounts listed are based on the benefit plan contribution rates effective March 2014 See rate notifications attached. These amounts are paid for employees who have been employed by the employer for at least 4 months worked at least 90 hours in the previous month. See Exhibit B of the Agreement information on required benefits. This amount is paid in addition to the total hourly wage rate.
- C. See Section 16 of the Agreement for details.
- D. All employees who have been in the service of the employer continuously for 1 year shall be granted 2 weeks of vacation with pay. After 5 years of continuous employment, employee receives 3 weeks. After 12 years, employee receives 4 weeks of vacation with pay. See Section 10 of the Agreement for details.
- E., Vacation rates vary, (see footnote D above). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 5 years and receives 3 weeks of vacation benefits.
- F. See Section 11 of the Agreement for designated holidays
- G. Regular employees who work continuously for the same employer for at least one (1) full year are entitled to 6 days of sick leave. Employees with at least 90 days of service with are also entitled to 3 days of paid bereavement leave following the death of an immediate family member. See Sections 12 and 13 of the Agreement for details.
- H. The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount must be paid, in addition to the total hourly rate, if the employee has worked 90 hours in the previous month.
- I. Vacation rates vary, and the Total Hourly Rate may be higher or lower than the amount shown here. See footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee having had 12 years' completed continuous service and receiving vacation benefits of 4 weeks with pay. After 5 years of continuous employment, employee receives 3 weeks. After 12 years, employee receives 4 weeks of vacation with pay. See Section 10 of the Agreement for details.

#### **MEMORANDUM**

DATE:

March 2014

TO:

ABLE BUILDING MAINTENANCE - SF BUILDINGS; Account No.

102300

FROM:

Trust Administrative Office

RE:

Employer Contribution Rate Changes for March 2014 hours/April 2014

Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with March 2014 hours, payable in April 2014. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

C26A

\$1275.15

The new contribution rate effective with March 2014 hours, due April 10, 2014 is:

C26A

\$1333.85

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees

Local Unions

NWA Account Team

## **MEMORANDUM**

DATE:

March 2014

TO:

ABLE BUILDING MAINTENANCE - SF BUILDINGS; Account No.

102300

FROM:

Trust Administrative Office

RE:

Employer Contribution Rate Changes for March 2014 hours/April 2014

Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with March 2014 hours, payable in April 2014. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

C26B

\$947.57

The new contribution rate effective with March 2014 hours, due April 10, 2014 is:

C26B

\$1068.12

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees Local Unions

NWA Account Team

#### **Summary of Attachment 6: Window Cleaners**

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between the San Francisco Window Cleaning Contractors Association and Window Cleaners Union – SEIU Local 1877, AFL-CIO in effect from April 1, 2014 to March 31, 2017 (Attachment 7). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Attachment 6 for complete information on wages and fringe benefits.

	Т		EMPLOYER PAYMENTS										ST	RAIGH1	r-TIME	=	OVERTIME								
Craft (Journey Level)	A	Basic Ho	ırly	В	Health and Welfare	Р	ension	C I	Vacation varies, w/ increases at vear 1, 3, 5, & 12)	D	Holidays (10 / year)	ick & Funeral eave (5 days / vear)	Hours		Tota	l Hour	iy Rate	G	1.	5 X	G		2x		
Base	Α	\$ 21	.65	В	\$1,360.75 / month	\$	3.42	С	\$ 1.25	\$	0.83	\$ 0.42	7.5	E, F	\$ 2	7.57	+ Monthly	E, F	\$ 38.39	+ Monthly	E, F	\$ 49.	22	Monthly	
Leadman Base	Α	\$ 22	2.90	В	\$1,360.75 / month	\$	3,42	С	\$ 1.32	\$	0.88	\$ 0.44	7.5	E, F	\$ 2	8.96	health &	E, F	\$ 40.41		E, F	\$ 51.		ealth &	
Scaffold / Bos'n Chair	Α	\$ 23	3.11	В	\$1,360.75 / month	\$	3.42	С	\$ 1.33	\$	0.89	\$ 0.44	7.5	E, F	\$ 2	9.20	welfare	E, F	\$ 40.75	welfare	E, F	\$ 52.	31 V	welfare	
Leadman Scaffold / Bos'n Chair	Α	\$ 24	.36	В	\$1,360.75 / month	\$	3.42	С	\$ 1.41	\$	0.94	\$ 0.47	7.5	E, F	\$ 3	0.59	payment	E, F	\$ 42.77	payment	E, F	\$ 54.	95 pa	ayment	

#### Footnotes

A. This table shows wage rates as of April 1, 2015.

- B. The Health and Welfare payment is paid in addition to the total hourly wage rate. This rate became effective April 1, 2014. These amounts are paid for employees who have worked for at least 975 hours and then worked a minimum of 75 hours in a subsequent calendar month. See Section 8 of the Agreement information on required benefits.
- C. Vacation rates vary. The sample rate shown here are for an employee who works continuously for one employer for 5 years and receives 15 days vacation with pay. The actual rate may be higher or lower than the required rate. See Section 12 of the Agreement for details. All employees who work for 2 years employees who work for 2 years employees receive 12 days; those who work for 5 years receive 15 days; those who work for 12 years receive 20 days. See Section 12 of the Agreement for details. See Section 12 the Agreement for details. The sample rate shown here is for an employee having had 12 years continuous service and receiving vacation benefits of 4 weeks with pay.
- D. See Section 6 of the Agreement for designated holidays and details.
- E. The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount is paid for eligible employees in addition to the total hourly rate. See Section 8 of the Agreement.
- F. Vacation rates vary, and the required Total Hourly Rate may be higher or lower than the amount shown here. See footnote B and Section 12 of the Agreement for details. The sample vacation rate included here is for an employee having had 5 years' completed continuous service and receiving vacation benefits of 15 vacation days with pay.
- G. Overtime work shall be on the following basis: Time and a half after 7 1/2 hours worked in a day and double time after 12 hours in a day. See Section 4 of the Agreemend for details.

### **MEMORANDUM**

DATE: March 2014

TO: CENTURY WINDOW CLEANING; Account No. 107470

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2014 hours/April 2014

Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with March 2014 hours, payable in April 2014. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

C18 \$1303.47

The **new** contribution rate effective with March 2014 hours, due April 10, 2014 is:

C18 \$1360.83

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees Local Unions NWA Account Team

#### Summary of Attachment 7: Parking Garage Attendants

This chart is the Office of Labor Standards Enforcement's summary of the collective bargaining agreement between Signatory Parking Operators and Teamsters Automotive Employees, Local 665 in effect from December 1, 2012 until November 30, 2015 (Attachment 5). The chart does NOT include all the information contained in the collective bargaining agreement. Please refer to Attachment 7 for details of wages and fringe benefits.

					EMPL	OYEF	PAYMENTS							STF	RAIG	HT-TIM	E		OVERTIME							
CRAFT (JOURNEY LEVEL)	Basic Hourly Rate		Health & Welfare	Pe	nsion		Vacation eases after Years 1, 12, 20, and 25. (See Agreement)	<b>2,</b> D	Holic 12 / y	360000000000000000000000000000000000000	E	olemental 401K itribution	Hours			Total Ho	ourly Rate			1.	.5 X		60 0.1	2x		
Journeyman	\$ 21.80	Α	\$990 / month	,	2.19	C, G	\$ 1.3	26	\$	1.01	\$	0.25	8	F, G	\$	26.50		F, G	\$	37.40		F, G	48.3	0_		
1-6 months	\$ 14.50	Α	\$990 / month	В 5	2.19	) C	\$ -		\$	0.67	E \$	0.25	8	F	\$	17.61		۴	\$	24.86		F S	32.1	1		
7-12 months	\$ 15.00	Α	\$990 / month	,	2.19	) C	\$ -		\$	0.69	\$	0.25	8	F	\$	18.13		F	\$	25.63		F \$	33.1	3		
13-18 months	\$ 16.50	Α	\$990 / month	*	2.19	С	\$ 0.0	32	\$	0.76	\$	0.25	8	F	\$	20.02		F	\$	28.27		F \$	36.5	2		
Class B Progression Rate	\$ 16.50	Α	\$990 / month		2.19	C, G	\$ 0.9	95	\$	0.76	\$	0,25	8	F, G	\$	20,65	Plus Monthly	F, G	\$	28,90	Plus Monthly	F, G	37.1	5 Plus Mont		
1-6 months	\$ 14.00	Α	\$990 / month	в (	2.19	) C	\$ -		\$	0.65	E \$	0.25	8	F	\$	17.09	Health &	F	\$	24.09	Health &	F \$	31.0	9 Health &		
7-12 months	\$ 14.75	Α	\$990 / month	5	2.19	) C	\$ -		\$	0.68	\$	0.25	8	F	\$	17.87	Welfare	F	\$	25.25	Welfare	F §	32.6	2 Welfare		
13-18 months	\$ 16.00	Α	\$990 / month		2.19	) C	\$ 0.6	32	\$	0.74	\$	0.25	. 8	F	\$	19.79	Payment	F	\$	27.79	Payment	F S	35.7	9 Paymen		
Foreperson	\$ 25.07	Α	\$990 / month	· ·	2.19	) C, G	\$ 1.4	15	\$	1.16	\$	0.25	8	F, G	\$	30.11		F, G	\$	42.65		F, G	55.1	8		
1-6 months	\$ 16.68	Α	\$990 / month	В \$	2.19	) C	\$ -		\$	0.77	E \$	0.25	8	F	\$	19.88		F	\$	28.22		F \$	36.5	6		
7-12 months	\$ 17.25	Α	\$990 / month	**	2.19	) C	\$ -		\$	0.80	\$	0.25	8	F	\$	20.49		F	\$	29.11		F \$	37.7	4		
13-18 months	\$ 18.98	A	\$990 / month	5	2.19	) C	\$ 0,	36	\$	88.0	\$	0.25	8	F	\$	22,66		F	\$	32,14	•	F \$	41.6	3		

#### Footnotes

- A. The employer pays premium and administrative cost of the Bay Area Automotive Group Welfare Plan for each eligible employee who worked 96 hours or more during the previous month. See Section 6 of the Agreement for details and information about benefits for new employees. The Union will make a "best effort" to maintain the premium of \$990 through the life of the Agreement.
- B. For probationary employees hired on or after December 1, 2008, the Employer shall pay an hourly contribution rate of \$0.30 during the probationary period as defined in Section 2 of the Agreement.
- C. Vacation rates vary based on the number of years of continuous service. See Section 5 of the Agreement for details. Each Employee having had 1 year completed continuous service shall receive 1 week of vacation with pay. After 2 years, the employee receives 2 weeks; after 5 years the employee receives 3 weeks; after 12 years, the employee receives 4 weeks; after 20 years, the employee receives 5 weeks; and after 25 years, the employee receives 6 weeks. The rate shown here is for an employee having had 5 years continuous service and receiving vacation benefits of 3 weeks with pay.
- D. See Section 9 of the Agreement for designated holidays.
- E. See Section 8 of the Agreement for details. During the first 3 months of employment, no contribution is required. In the 4th month & thereafter the contribution rate is \$0.25 (twenty-five cents) per hour.
- F. The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount is paid for eligible employees, in addition to the total hourly rate. See Section 6 of the Agreement.
- G. Vacation rates vary, and the required Total Hourly Rate may be higher or lower than the amount shown here. See footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee having had 5 years' completed continuous service and receiving vacation benefits of 3 weeks with pay.

#### **Summary of Attachment 8: Theatrical Stage Employees**

This chart is a summary of the required wages and fringe benefits required by the Project Collective Bargaining Agreement between the City of San Francisco and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Alliad Crafts of the United States, Its Territories, and Canada, Local No. 16 for July 1, 2013 through December 31, 2013 (Attachment 8). The table below does NOT include all the information contained in the collective bargaining agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

				EM	PLO	STRAIG	GHT	r-TIME	A	ME							
CRAFT (JOURNEY LEVEL)	ASSAULT SERVICE	BASIC RLY RATE	B HEALTH AND WELFARE		C PENSION		D	VACATION	E c	TRAINING & ERTIFICATION	HOURS	H	TOTAL OURLY RATE	1.5 X			2 X
General AV technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts).	\$	34.62	\$	5.795	9	5.235		\$ 2.770	9	0.748	8	\$	49.167	\$	66.477	\$	83.787
Multi-source technicians for breakout rooms and events or theme parties without entertainment.	\$	41.03	\$	6.868	9	6.204		\$ 3.282	9	0.443	8	\$	57.828	\$	78.343	\$	98.858
Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities.	\$	44.13	\$	7.387	97	6.672		\$ 3.530		6 0.477	8	\$	62.197	\$	84.262	\$	106.327
Department Heads	\$	49.28	\$	8.249	9	7.451		\$ 3.942	: 5	0.532	8	\$	69.455	\$	94.095	\$	118.735
ETCP Certified Rgger and Electrician	\$	51.28	\$	8.584	9	7.754		\$ 4.102	: 3	0.554	8	\$	72.274	\$	97.914	\$	123.554
Show Call Rates - Commercial, Industrial an  Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment and events with entertainment, three	d Prod	duct Demo	onstrati \$	on Show 31.74	s	\$ 28.67		\$ 15.17	, , ,	4.10	8	\$	269.270	¢	364.070	<b> </b>	458.870
(3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.		105.00	Ψ	31.74		y 20.07		ψ 13.17		4.10	0	J P	209.210	Φ	304.070	Ф	400.070
Spot light operators, camera operators per show call three (3) hour maximum under commercial, industria conditions else, four (4) hour maximum.		205.40	\$	34.38		\$ 31.06		\$ 16.43		4.44	8	\$	291.709	\$	394.409	\$	497.109
Department Heads	\$	225.95	\$	37.82		34.16		\$ 18.08	1 3	4.88	8	\$	320.894	\$	433.869	\$	546.844

#### Footnotes

- A. See Sections II (F) and (G) of the Agreement for details about work week schedules and payment of overtime rates.
- B. Contributions to the Local 16 Health and Welfare Trust Fund are 1.55% of all gross wages (including vacation pay). See Section IV(A) of the Agreement.
- C. Contributions to the Local 16 Pension Trust Fund are 14% of all gross wages (including vacation pay). See Section IV (B) of the Agreement.
- D. All employees shall receive not less than 8% of all their gross wages for vacation pay. See Section III (I)
- E. Contributions to the Local 16 Training Trust Fund are 2% of all gross wages (including vacation pay). See Section IV (D) of the Agreement.

## **Summary of Attachment 9: Movers**

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Northern California employers and the the Northern California Regional Council of Carpenters / Carpenters 46 Northern California Counties Conference Board in effect from September 1, 2013 until August 31, 2015 (Attachment 9). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to Attachment 9 for complete information on wages and fringe benefits.

				EMPLOYE	R P	AYME	NTS	STRA	IGH	Γ-TIME	OVERTIME HOURLY RATE						
CRAFT (JOURNEY LEVEL)	Basic Hourly Rate		Α	Health & Welfare		nnuity	Work Fee		Vacation		HOURS	TOTAL HOURLY RATE			1.5 X		2 X
Mover, Packer, Crater	\$	18.40	\$	9.90	\$	1.10	\$	0.79	\$	1.05	8	\$	31.24	\$	40.44	\$	49.64
Driver	\$	18.67	\$	9.90	\$	1.10	\$	0.79	\$	1.05	8	\$	31.51	\$	40.85	\$	50.18
Helper	\$	18.14	\$	9.90	\$	1.10	\$	0.79	\$	1.05	8	\$	30.98	\$	40.05	\$	49.12

#### **Footnotes**

A. Contributions to the Health & Welfare plan shall be capped at 1800 hours per year. See Section 4.01 of the Agreement for details.

#### Attachment 10 Summary: Solid Waste Hauler

This chart estimates typical wage rates and fringe benefits required by the Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Drivers and Helpers Union Local 350, IBT (Attachment 10). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to Attachment 10 for complete information on wages and fringe benefits.

						EMPLOY	YER PA	YME	NTS			EMPLOYER PAYMENTS ST														
CRAFT (JOURNEY LEVEL)	A	Basic Hourly Rate	В	Vacation: Increases after Years 1, 2, 4, 7,12, 20, and		Sick (12 days/ year)	D Holiday (12 / year)		E Health & Welfare		F	F Pension		G	RSP (Retirement Health Insurance)	HOURS	ESTIMATED HOURLY RATE (Please refer to Agreement)			ESTIN RA 1.8			MATED ATE 2 X			
Rates for solid waste haulers employed for 6 months prior to Jan. 1 2012 or for new hires after 36 months of employment.																										
Commercial Driver	А	\$ 44.80	С	\$ 2.5	8 \$	2.07	\$	2.07	E \$	12.00	F	\$	10.93	G	\$ 2.94	8.00	Н	\$ 77.3	}   +	H \$	99.79	Н	\$	122.19		
Route Leadperson Fantastic 3	А	\$ 44.80	С	\$ 2.5	8 \$	2.07	\$	2.07	E \$	12.00	F	\$	10.93	G	\$ 2.94	8.00	Н	\$ 77.3	)	H \$	99.79	Н	\$	122.19		
During 1st 12 months of employ	ment																									
Commercial Driver	A	\$ 35.84	4	\$ -	\$	1.65	\$	1.65	E \$	12.00	E	\$	10.93	G	\$ 2.94	8.00	Н	\$ 65.0	2   F	H \$	82.94	Н	\$	100.86		
Route Leadperson Fantastic 3	А	\$ 35.84	4	\$ -	\$	1.65	\$	1.65	E \$	12.00	Е	\$	10.93	G	\$ 2.94	8.00	Н	\$ 65.0	2   H	H \$	82.94	Н	\$	100:86		
During 2nd 12 months of employ	yment	t																								
Commercial Driver	А	\$ 38.0	В	\$ 0.7	3 \$	1.76	\$	1.76	E \$	12.00	Е	\$	10.93	G	\$ 2.94	8.00	Н	\$ 68.2	)	4 \$	87.24	Н	\$	106.28		
Route Leadperson Fantastic 3	А	\$ 38.0	8	\$ 0.7	3 \$	1.76	\$	1.76	E \$	12.00	Е	\$	10.93	G	\$ 2.94	8.00	Н	\$ 68.2	) I	H \$	87.24	Н	\$	106.28		
During 3rd 12 months of employ	ment																					•				
Commercial Driver	А	\$ 40.3	2	\$ 1.5	5 \$	1.86	\$	1.86	E \$	12.00	Ε	\$	10.93	G	\$ 2.94	8.00	Н	\$ 71.4	3 I	<b>∃</b> \$	91.62	Н	\$	111.78		
Route Leadperson Fantastic 3	А	\$ 40.3	2	\$ 1.5	5 \$	1.86	\$	1.86	E \$	12.00	E	\$	10.93	G	\$ 2.94	8.00	Н	\$ 71.4	3 I	1 \$	91.62	Н	\$	111.78		

#### Footnotes

A. Basic hourly rates increase a minimum of 3% and a maximum of 5% each year based on the increase in the BLS Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose area. See Section 3 of the Agreement for details and see the following page for calculations for the current rate.

- B. Vacation rates vary based on length of employment. Employees are entitled to 1 week after 1 year of continuous employment; 2 weeks after 2 years; 3 weeks after 4 years; 4 weeks after 7 years; 5 weeks after 12 years; 6 weeks after 20 years; 7 weeks after 25 years; and 8 weeks after 30 years. Rate listed represents the vacation rate after 4 years. See Section 9 of the Agreement for details.
- C. Vacation rates vary. (see Footnote B). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 4 years and receives 3 weeks of vacation benefits.
- D. Please see Section 8 of the Agreement for a list of recognized holidays.
- E. Specific contribution requirements for Health and Welfare vary. Please refer to Section 11(a) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see attachment). They are estimates only. The Agreement provides that employees who work 80 hours per week or more per month receive the Recology Health, Life and Long-Term Disability Package.
- F. Specific contribution pension requirements vary. Please refer to Section 11(e) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only. Please contact the Teamsters Benefit Trust for detailed current rates.
- G. Specific contribution requirements for Retirement Health Insurance vary. Please refer to Section 11(d) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only.
- H. Vacation rates, Health & Welfare, Pension, and Retirement Health Insurance Rates under this agreement all vary, and the actual Hourly Rate may be higher or lower than the estimate shown here. Please refer to the Collective Bargaining Agreement for complete requirements.

## Attachment 12

## List of the Occupations Covered in this Prevailing Wage Determination

## General Prevailing Wage Determinations Made by the Director of Industrial Relations, State of California

#### Categories Requested by the San Francisco Board of Supervisors

Asbestos Removal Worker (Laborer)

Asbestos Worker. Heat and Frost Insulator

Boilermaker-Blacksmith

Brick Tender

Bricklayer, Blocklayer

Building/Construction Inspector and Field Soils and Materials Tester

Carpenter

Carpet, Linoleum

Cement Mason

Dredger (Operating Engineer)

Driver (On/Off Hauling to/from Construction Site)

Drywall Installer (Carpenter)

Electrical Utility Lineman

Electrician

Elevator Constructor

Field Surveyor

Glazier

Iron Worker

Laborer

Landscape Maintenance Laborer

Light Fixture Maintenance

Marble Finisher

Marble Mason

Metal Roofing Systems Installer

Modular Furniture Installer (Carpenter)

Operating Engineer

Operating Engineer (Building Construction)

Operating Engineer (Heavy and Highway Work)

Painter

Parking and Highway Improvement Painter (Laborer)

Parking and Highway Improvement Painter (Painter)

Pile Driver (Carpenter)

Pile Driver (Operating Engineer - Building Construction)

Pile Driver (Operating Engineer - Heavy and Highway Work)

Plasterer

Plaster Tender

Plumber

Roofer

Sheet Metal Worker (HVAC)

Slurry Seal Worker

Stator Rewinder

Steel Erector and Fabricator (Operating Engineer - Heavy & Highway Work)

Steel Erector and Fabricator (Operating Engineer - Building Construction)

Teamster

Telecommunications Technician

Telephone Installation Worker

Terrazzo Finisher

Terrazzo Worker

Tile Finisher

Tile Setter

# General Prevailing Wage Determinations Made by the Director of Industrial Relations, State of California and Categories Requested by the San Francisco Board of Supervisors

Traffic Control/Lane Closure (Laborer)
Tree Trimmer (high voltage line clearance)
Tree Trimmer (line clearance)
Tunnel Worker (Laborer)
Tunnel/Underground (Operating Engineer)
Water Well Driller

Occupational categories added at the request of the San Francisco Board of Supervisors:

Parking Garage Attendants Janitors Window Cleaner Theatrical Stage Employees Movers Solid Waste Hauler